

ADDENDUM NO. 1

DATE: July 14, 2023

PROJECT: **Village of Gurnee Public Works Material Bin Reconstruction Project**

OWNER: VILLAGE OF GURNEE

TO: PROSPECTIVE BIDDERS

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents approved for bid, with the amendments as noted below.

This Addendum consists of 27 pages. This Addendum contains the following revisions:

1. Revisions and additions to the Project Manual

CHANGES TO THE CONTRACT DOCUMENTS AND SPECIFICATIONS:

Project Manual:

- Item 1: Remove and replace Table of Contents
- Item 2: Remove and replace Proposal
 - Added list of required documents to be submitted with the proposal on pg P-2
 - Added language to pg P-3 including Bidder's Acknowledgements and Total Price in number and written word form
- Item 3: Added Bid Bond pg BB-1 to BB-3
- Item 4: Added List of Subcontractors and Suppliers pg SS-1
- Item 5: Added References pg REF-1
- Item 6: Added Performance Bond pg PFB-1 to PFB-4
- Item 7: Added Payment Bond pg PYB-1 to PYB-5
- Item 8: Remove and replace INSTRUCTION TO BIDDERS
 - Revised INSTRUCTIONS TO BIDDERS (IB-1) Section EXAMINATION OF SITE AND SPECIFICATIONS
 - Added section INTERPRETATIONS AND ADDENDA, BID SECURITY, and SALES AND USE TAXES to the INSTRUCTIONS TO BIDDERS (pg IB-3 to IB-4)
- Item 9: Remove page GC-7 and replace with GC-7, GC-8, GC-9 and GC-10
 - Added the following sections to the GENERAL CONDITIONS:
 - CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE (pg GC-7)
 - CORRECTION PERIOD (pg GC-8), and
 - PERFORMANCE AND PAYMENT BONDS (pg GC-9 & GC-10)

Signed: _____



Heather L. Galan, P.E.
Director of Public Works
Village of Gurnee

ADDENDUM NO. 1

Please acknowledge receipt of this Addendum by signing below and faxing or emailing a copy of the Addendum to the Village of Gurnee, Public Works Department at (847)-599-6800 or publicworks@village.gurnee.il.us. Failure to do may disqualify the Bidder.

_____	_____
Firm	By
_____	_____
Name	Title

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VILLAGE OF GURNEE
PROPOSAL

Municipality: VILLAGE OF GURNEE

Road District WARREN

County LAKE

Project No. N/A

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

6. The undersigned agrees to complete the work by **January 1, 2024** unless additional time is granted in accordance with the specifications.
7. The undersigned agrees to liquidated damages at a rate of \$750 per day for failure to complete the work in readiness for final payment by **January 1, 2024**.
8. The pay items shall consist of one lump sum that includes an allowance for poor soils as described in the notes on the plans.
9. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.
10. The undersigned submits herewith the “Schedule of Unit Prices” covering the work to be performed under this contract. (Page P-3)

11. The following documents are submitted with and made a condition of this Proposal:

- a. Required Bid Security;
- b. List of Proposed Subcontractors;
- c. List of Proposed Suppliers;
- d. List of References
- e. Performance Bond
- f. Payment Bond

BID PROPOSAL

RETURN WITH BID PROPOSAL

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

Item No.	Items	Unit	Cost
1	MATERIAL BIN RECONSTRUCTION (COMPLETE)	LUMP SUM	\$
	ALLOWANCE FOR 260 CY CONTAMINATED SOIL REMOVAL	INCLUDED IN ITEM #1	\$

Total Bid Price:

Total Bid Price in Numbers \$ _____

Total Bid Price in Words _____

Bidder's Acknowledgements: Acceptance Period, Instructions, and Receipt of Addenda

Bid Acceptance Period:

This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

Instructions to Bidders

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

Receipt of Addenda

Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Addendum Date</u>

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

(If an individual)

Signature of Bidder) _____

Business Address) _____

(If a partnership)

Firm Name) _____

Signed By) _____

Business Address) _____

Insert Names and Addresses of All Partners) _____

(If a corporation)

Corporate Name) _____

Signed By) _____

Business Address) _____

Insert Names of Officers) President: _____

Secretary: _____

Treasurer: _____

Attest: _____

Secretary

BID BOND

<p>Bidder</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p>Owner</p> <p>Name: Village of Gurnee Public Works</p> <p>Address <i>(principal place of business)</i>: 1151 Kilbourne Road Gurnee, IL 60031</p>	<p>Bid</p> <p>Project <i>(name and location)</i>: Village of Gurnee Public Works Material Bin Reconstruction Project</p> <p>Bid Due Date: July 28th, 2023</p>
<p>Bond</p> <p>Penal Sum: _____</p> <p>Date of Bond: _____</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Bidder</p> <hr/> <p><i>(Full formal name of Bidder)</i></p>	<p>Surety</p> <hr/> <p><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>By: _____</p> <p style="text-align: center;"><i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>
<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p>	

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

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

PERFORMANCE BOND

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

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

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

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

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

PAYMENT BOND

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

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

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

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

16. Definitions

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

16.1.1. The name of the Claimant;

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

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS

SCOPE OF WORK

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

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

SPECIFICATIONS

The Specifications for this project are the notes on the Plans, the General Conditions of the Contract, 2012 International Building Code, 2012 International Mechanical Code, 2012 International Fuel Gas Code, 2012 International Fire Code, 2012 International Wildland Urban Interface Code, State of Illinois Plumbing Code, 2002 National Electric Code, Illinois Accessibility Code, ADA Accessibility Guidelines for Buildings and Facilities, Village of Gurnee Zoning Ordinance and the Village of Gurnee Municipal Code, latest editions effective upon the date of the bid opening, which are made part of these documents by reference. In case of conflict between these Specifications, the most restrictive requirement shall be binding.

SPECIAL PROVISIONS

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

COORDINATION OF PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS

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

EXAMINATION OF SITE AND SPECIFICATIONS

Bidders shall make a careful examination of the [Site](#), Bid Documents, Specifications and Contract Form before submitting a Proposal. They shall fully inform themselves as to the quality and quantity of materials required and the character of the work. [Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site and shall check-in with the front desk for security purposes.](#)

DELIVERY OF PROPOSALS

Proposals shall be delivered to the place and by the time specified in the Notice to Bidders. Bids delivered after the time stated will not be accepted nor opened. Submit each Proposal in a sealed envelope plainly marked **“Village of Gurnee Public Works Material Bin Reconstruction Project”**.

OPENING PROPOSALS

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

PREVAILING WAGE PROVISIONS

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

FAIR EMPLOYMENT PRACTICES

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

REFERENCES, SUPERINTENDENT, SUBCONTRACTOR, SUPPLIER RESUMES REQUIRED

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

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

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

SELECTION OF BIDDER

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

EXECUTION OF CONTRACT

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

FAILURE TO EXECUTE CONTRACT

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

INTERPRETATIONS AND ADDENDA

Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents. Bidder shall submit all questions about the meaning or intent of the Bidding Documents to the Director of Public Works in writing via email to PublicWorks@Village.Gurnee.IL.US. Interpretations or clarifications considered necessary by the Director in response to such questions will be issued by Addenda delivered to all registered plan holders and posted on the Village's website. Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

BID SECURITY

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

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

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

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

SALES AND USE TAXES

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

the terms, conditions, covenants or requirements of the Contract, nor be considered a ratification of any act on the part of the Engineer, agents or representatives of the OWNER which in any manner may contravene any of the requirements or provisions of the Contract. During the course of the improvement, if the rate of progress is satisfactory to the Engineer, and it appears that all claims for labor and materials are satisfied, progress payments may be requested by the CONTRACTOR to the Engineer for payment by the OWNER.

The CONTRACTOR and Engineer shall certify in writing to the amounts of work completed, on forms prepared by the Engineer, prior to presentation to the OWNER for payment.

J.U.L.I.E.

The Contractor is to call J.U.L.I.E. (1-800-892-0123 or 811) forty-eight (48) hours prior to excavating for field locations of existing utilities. A minimum of forty-eight (48) hours' notice shall be given to the Public Works Director at 847-599-6800 prior to starting work.

PROTECTION OF EXISTING UTILITIES AND FACILITIES

EXISTING UTILITIES:

- A. The CONTRACTOR shall have full responsibility for locating all underground facilities in work areas, whether shown or not shown on the Drawings, for coordination of the WORK with the OWNERS of such underground facilities during construction, for the safety and protection thereof, and repairing any damage thereto resulting from the WORK; the cost of which shall be included in the Contract Unit Prices for the items specified.
- B. Rules, regulations, and codes governing the respective utilities which may be encountered shall be observed in executing all WORK.

EXISTING FACILITIES:

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

The CONTRACTOR shall clean and maintain all works areas at all times.

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

CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE

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

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

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

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

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

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

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

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

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

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

CORRECTION PERIOD

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

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

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

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

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

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

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

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

PERFORMANCE AND PAYMENT BONDS

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

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