

VILLAGE OF GURNEE

INVITATION FOR BIDS

Mowing of Class A & C Village Properties

This invitation for Bids (IFB) is for the purpose of establishing a contract with a qualified vendor to provide mowing services to the Village of Gurnee Public Works Department.

GENERAL REQUIREMENTS: Bidders are to submit one original of their response to this IFB. The bidders are to use the bid forms provided in this packet to submit their bids. The bids will be publicly opened and read with all bidders welcome to attend. Facsimile (FAX) are not acceptable and will not be considered.

SUBMISSION DATE: Monday, January 7, 2019 at 11:00 A.M.
Bids received after the time specified will be returned to the bidder unopened

SUBMISSION LOCATION: Village of Gurnee
Village Hall
325 N. O'Plaine Road
Gurnee, IL 60031

CONTACT/QUESTIONS: Submit questions to:
Jake Balmes
Street Supervisor
1151 Kilbourne Road
Gurnee, IL 60031
847-599-6800

VILLAGE OF GURNEE, ILLINOIS

LAWN MAINTENANCE SERVICE

BID FORM

Submission Information:

Opening of Bids: January 7, 2019

Time: 11:00 A.M. local time

Location: Village Hall

We, the undersigned, agree to provide lawn care services to the Village of Gurnee for a period of 3 years, starting May 1, 2019 through April 30, 2022, and to meet the conditions set forth in the specifications and instructions to the bidders.

Class A Locations	Unit Price for Mowing, Trim/Edge, Bed and Turf Maintenance, Trash/Debris Pickup –Every Week
Almond Road Right of Way and Center Medians	
Village Hall	
Cemetery Road Pump Station	
Boulders Pump Station	
Old Grand Avenue at Emerald Avenue	
Entry Sign East Grand	
Entry Sign Route 21 North	
Public Works	
Total per Weekly Maintenance Bid	\$
Total Bid for 34 Mowings	\$

Class C Locations

**Weeding, cultivation on a regular basis,
pruning to maintain size and shape of
plant material throughout the growing
season**

Washington Street Median from Route 21 to Greenleaf Street	
Route 132 Median East of O'Plaine Road at R x R Viaduct	

Total Bid for 7 Treatments _____

THIS SECTION MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that he/she has read and understands the contents of this solicitation and agrees to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this contract shall not be cause to alter the original contract or request additional compensation.

COMPANY NAME: _____

TYPED/PRINT NAME OF PERSON SIGNING: _____

TITLE OF PERSON SIGNING: _____

ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: _____

AUTHORIZED SIGNATURE: _____

Scope of Work

The work covered by this contract shall consist of furnishing all labor, equipment, materials, and supervision to perform all work necessary to provide lawn care service at the designated locations within the Village's limits (per enclosed map).

Class A Sites

It is understood that these sites represent areas of significant importance to the Village of Gurnee and that these areas must be maintained to reflect the high value that Gurnee places on the stewardship of green spaces throughout our community. The work shall consist of the following:

- The first visit of the season will include the removal of all leaves and debris from the plant beds and lawn areas. Concrete walks and curbs will be mechanically edged. Lawn areas will be cut to a height of between two and three inches. Pre-emergent crabgrass control will be applied to all lawn areas. All of the parkway trees and bed areas within the designated areas will be cultivated and a three (3) inch layer of premium shredded hardwood mulch will be applied.
- The remainder of the weekly work shall consist of mowing the grass within the right-of-way to a height of between two and three inches as conditions dictate and hand trim where the mower casing prevents close cutting. Clippings shall be collected and removed or mulched. Power edging of walks and curbs, cultivation, edging and weeding of plant beds and tree rings, and trash removal shall be performed as needed to maintain an outstanding appearance. Periodic pruning of shrubs and hedges to maintain size and shape. During May and September, applications of 32-4-8 fertilizer and broadleaf weed control (ie; Classic Trimec) will be applied to all turf areas.
- For the purpose of totaling the weekly cost to perform the previously described work, the bidder shall base his total for the Class A sites on a minimum of thirty-four (34) visits beginning May 1. The number may be higher or lower depending on the weather during the term of the contract. The work will be performed during the months of April, May, June, July, August, September, October and November.
- Contractor shall perform one hand or machine edging in the spring as directed by the Village of Gurnee.
- Throughout the year, the contractor shall apply a plant bed/tree ring pre-emergent application (snapshot granular) at 150 pounds per acre to all plant beds and tree rings, one (1) time in early spring, before April 15.
- At least every other week, contractor shall spot spray Roundup Pro Herbicide at 2.66 ounces/gallon as directed by the Village to eliminate weeds in the plant beds.
- Contractor shall hand weed plant beds and tree rings as directed by the Village.
- *Plant Bed Mulch:* Contractor shall apply a 3 inch average thickness of mulch. Mulch shall not be placed against plant stems. Mulch shall be double-processed, premium, shredded hardwood bark mulch (six-month old, well rotted, shredded, native hardwood bark mulch; not larger than 4" in length and ½" in width, free of wood chips and sawdust).
- *Tree Ring Mulch:* Contractor shall mulch around trees to a depth of 3 inches on average. Mulching shall not be too tight around the tree trunk. Mulch shall be double-processed, premium, shredded hardwood bark mulch (six-month old, well rotted, shredded, native hardwood bark mulch; not larger than 4" in length and ½" in width, free of wood chips and sawdust).

- Throughout the year, the contractor shall maintain all plant beds, shrubs and bushes. Maintenance of these items shall include:
 1. General cleanup/debris removal
 2. Pruning
 3. Transplanting
 4. Removal of dead plants
 5. Hand weeding
 6. Mulch placement (mulch shall be raked once a month to ensure a fresh look)
- In all planting beds, the contractor shall assume the need to use various hand tools and small engine equipment. All debris shall be removed from site.

Class C Sites

Similar to the Class A sites, these locations represent a significant effort to enhance the beauty of our community and must be maintained to the highest standards. It will be understood that these locations are to be kept free of weeds (by means of pre and post emergent herbicides, hand weeding, or a combination thereof), cultivated on a regular basis, and pruned to maintain size and shape of plant material throughout the growing season. Additionally, a spring cleanup and the application of a three (3) inch layer of premium hardwood mulch must be conducted in April.

Equipment and References

The contractor shall submit a list and description of the equipment that will be used as a part of this contract. The bid price shall include the cost for any maintenance or fuel that may be required. The contractor shall also furnish a list of references with phone numbers and contact names and must be included as a part of the proposal.

Payment

Work along Class A sites will be billed separately and will be billed as a lump sum amount for the weekly maintenance operations once all of the areas have been completed. The Village reserves the right to inspect the work performed during each round of mowing. If the Village determines that the work specified is not completed to the satisfaction of the Village, payment will be held until such time when the work is completed to the Village's satisfaction.

Work in Class C sites, the Village agrees to pay the contractor on a lump sum basis, in the amount shown on the Form of Proposal, once one round of maintenance is completed.

Site Investigation

It is highly recommended that the contractor visit and inspect each location that is a part of this contract prior to bidding this work.

MOWING LOCATIONS AND DESCRIPTIONS

CLASS A SITES

ALMOND ROAD RIGHT OF WAY AND CENTER MEDIANS

This area between Washington Street on the south and Route 132 (Grand Avenue) on the north totals approximately 5.25 acres of parkway area. The private property owners maintain the landscaping berms, adjacent to the right of way.

VILLAGE HALL

Located at 325 N. O'Plaine Road, this is a 5 acre site that has approximately 2.25 acres of irrigated turf and 15,000 sq. ft. of perennial and shrub beds. The Village Hall houses the administrative offices for the Village of Gurnee and serves as a meeting place for the community.

CEMETERY ROAD PUMP STATION

Located at 325 N. Cemetery Road, this site is approximately 2 total acres with shrub beds around the building and water storage facility. This site abuts a commercial site as well as a private residence.

BOULDERS PUMP STATION

Located at 1799 Fuller Road, this site is approximately 1/3 of an acre and houses a pump station. This site abuts a residential neighborhood.

OLD GRAND AVENUE AT EMERALD AVENUE

Located on the north side of Old Grand Avenue on the east and west sides of Emerald Avenue, this site totals approximately 1.5 acres.

ENTRY SIGN EAST GRAND

Located on the south side of Route 132 between 3477 Grand Avenue and 3419 Grand Avenue, this site includes turf and landscape beds surrounding the Village's entry sign.

ENTRY SIGN ROUTE 21 NORTH

Located on the west side of Route 21 approximately 150' south of Route 41, this site includes turf and landscape beds surrounding the Village's entry sign.

PUBLIC WORKS

Located at 1151 Kilbourne Road, this site has approximately 1.5 acres of turf with shrub beds throughout the site and around the main building complex. The areas to be maintained through this contract are primarily on the western half of the site.

The approximate total area for the Class A Sites in this contract is 12.5 acres.

CLASS C SITES

WASHINGTON STREET MEDIAN - ROUTE 21 TO GREENLEAF STREET

Beginning at the Des Plaines River and continuing east to Greenleaf Street, this is a 10' wide raised median that is planted with trees, ornamental shrubs and perennial flowers. Washington Street is a major thoroughfare in Gurnee and this location represents a major effort to enhance the look of our community to residents and visitors alike.

ROUTE 132 MEDIAN - EAST OF O'PLAINE ROAD AT RAILROAD VIADUCT

This is a 10' wide median that begins approximately 1,000' east of O'Plaine Road and continues 300' to the east. This median is planted with ornamental grasses and perennial flowers.

The approximate total area for the Class C Sites in this contract is 1 acre.

STANDARD TERMS AND CONDITIONS – INVITATION FOR BIDS

1. **AUTHORITY.** This Invitation for Bids is issued pursuant to applicable provisions of the Village of Gurnee Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Village Hall of Gurnee until the date and time specified, at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Village of Gurnee does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids. All the bids submitted in response to this invitation shall become the property of the Village and shall become a matter of public record available for review.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the Village of Gurnee. The name and address of the bidder and the Bid Name must be shown in the upper left corner of the envelope.
5. **IRREVOCABLE OFFERS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. Each bid shall be considered an irrevocable offer at the quoted prices and cannot be withdrawn except with the permission of the Village Board.
6. **RESERVED RIGHTS.** The Village of Gurnee reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or to accept an alternate bid. The Village reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the Village, the Village has sixty (60) days to accept. The Village may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS.** The Village will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the Village to award a contract to the lowest responsible bidder meeting specifications. The Village reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the Village. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.
9. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

10. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.

11. **TAXES.** Village of Gurnee is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, Village of Gurnee is exempt from state and local taxes.

12. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal". The Village reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number.

13. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.

14. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the Village of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum with the permission of the Village Board. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

15. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.

16. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the Village, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the Village as a consequence of granting the Contract.

17. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the Village reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The Village shall be entitled to recover its attorney's fees and expenses in any successful action by the Village to enforce this contract.

18. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the Village's destination. The Village reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.

19. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for

which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The Village may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

20. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substance Disclosure to Employees Act.

21. **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

22. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the Village harmless from loss on account thereof.

23. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.

GENERAL CONDITIONS OF THE CONTRACT

1. **PROOF OF INSURANCE.** The CONTRACTOR shall furnish the Village with sufficient documentary evidence of insurance coverage, which evidence shall consist of either such original insurance policy or a certified state-statement from the insurer listing the details of the policy. Insurance shall comply with the terms set forth under items 19 and 20 of this bid document.

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

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

4. **QUALITY CONTROL OF WORK.** The Village shall have power to inspect all work for compliance with the Specifications, and the CONTRACTOR shall perform all of the work herein specified to the Village's entire satisfaction, approval, and acceptance.

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

5. **INSPECTION.** The Village shall at all times have access for inspection to all branches of the work.

6. **CONTRACTOR'S EMPLOYEES.** The CONTRACTOR shall employ skilled foremen and laborers and shall, if directed by the Village, discharge from the site of the work any incompetent, abusive, or disorderly employees. None but persons expert in their respective branches of work shall be employed by the CONTRACTOR.

7. **PREVAILING WAGES.** This contract is not subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

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

9. **ORDINANCES.** The CONTRACTOR shall observe all ordinances in relation to obstructing streets or driveways, maintaining signs and signals, keeping open passageways and protecting same where exposed, and to observe all laws and ordinances controlling or limiting those engaged in public work, which ordinances and laws are made a part of these Specifications. The CONTRACTOR shall provide and maintain such sanitary accommodations for the use of his employees as may be necessary to comply with the State and Local Board of Health requirements. Public nuisances will not be tolerated.

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

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

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

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

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

The CONTRACTOR shall save the Village harmless from all claims, demands, suits, judgment decrees, including costs, expenses and attorney fees on account of, or arising out of, any infringement of any patent rights or royalties claimed by any one on account of

machinery, instrument tools, materials, principals, or processes used by them or about said work.

12. **FORFEITURE.** The work herein specified shall be prosecuted with such forces as the Village may deem adequate for its completion within the time specified for completion. If the rate at which the work is performed is, in the judgment of the Village, not such as to insure its progress and completion in the time and manner herein specified, or if, at any time, the CONTRACTOR refuses or neglects to prosecute the work with forces sufficient for its completion within the specified time, or if in any event, the CONTRACTOR fails to proceed with the work in accordance with the requirements and conditions of the Specifications, the Owner shall have full right and authority after giving three (3) days written notice to the CONTRACTOR of its intention to do so, to take the work out of the hands of the CONTRACTOR and/or to re-let the same to other contractors.

13. **SUBLETTING OF CONTRACT.** No part of the work herein specified shall be assigned, subcontracted, or sublet without the written consent of the Owner.

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

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

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

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

Any payments made to the CONTRACTOR during the progress of the work shall in no way lessen the total and final responsibility of the CONTRACTOR, nor in any manner whatever waive any of the terms, conditions, covenants, or requirements of the Contract, nor be considered a ratification of any act on the part of the Village, agents, or

representatives of the Village 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 Village, and it appears that all claims for labor and materials are satisfied, progress payment may be requested by the CONTRACTOR to the Village for payment by the Village.

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

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

All trees within the work zone shall be protected from damage from the contractor construction activities. The CONTRACTOR shall be responsible for any negligence or willful damage to these trees and/or their root system.

18. **CONTRACTOR** agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce, without cost to the Public Body, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the Act. In the event that the Public Body is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Public Body harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

19. **PERFORMANCE BOND.** The successful contractor shall be required to furnish a surety bond in the amount of 10% of the contract amount prior to execution of any contract. Such bond shall be valid throughout the duration of the contract and will be voided at the end of such contract provided that the contract has been faithfully executed.

20. **INSURANCE.** The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her Contract until all similar insurance required of the subcontractor has been so obtained and approved. Such policies shall not be cancelled, permitted to expire, or to be changed without the written consent of the Owner.

21. **COMPENSATION INSURANCE.** The Contractor shall take out and maintain, during the life of this Contract, Workmen's Compensation Insurance for all their employees employed at the site of the project; and, in case any work is sublet, the Contractor shall require all subcontractors similarly to provide Workmen's Compensation

Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project are not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Workmen's Compensation Insurance for the protection of his employees not otherwise protected.

REFERENCES

List below other organizations (users of similar size and structure to the Village of Gurnee preferred) for which these or other similar services have been provided:

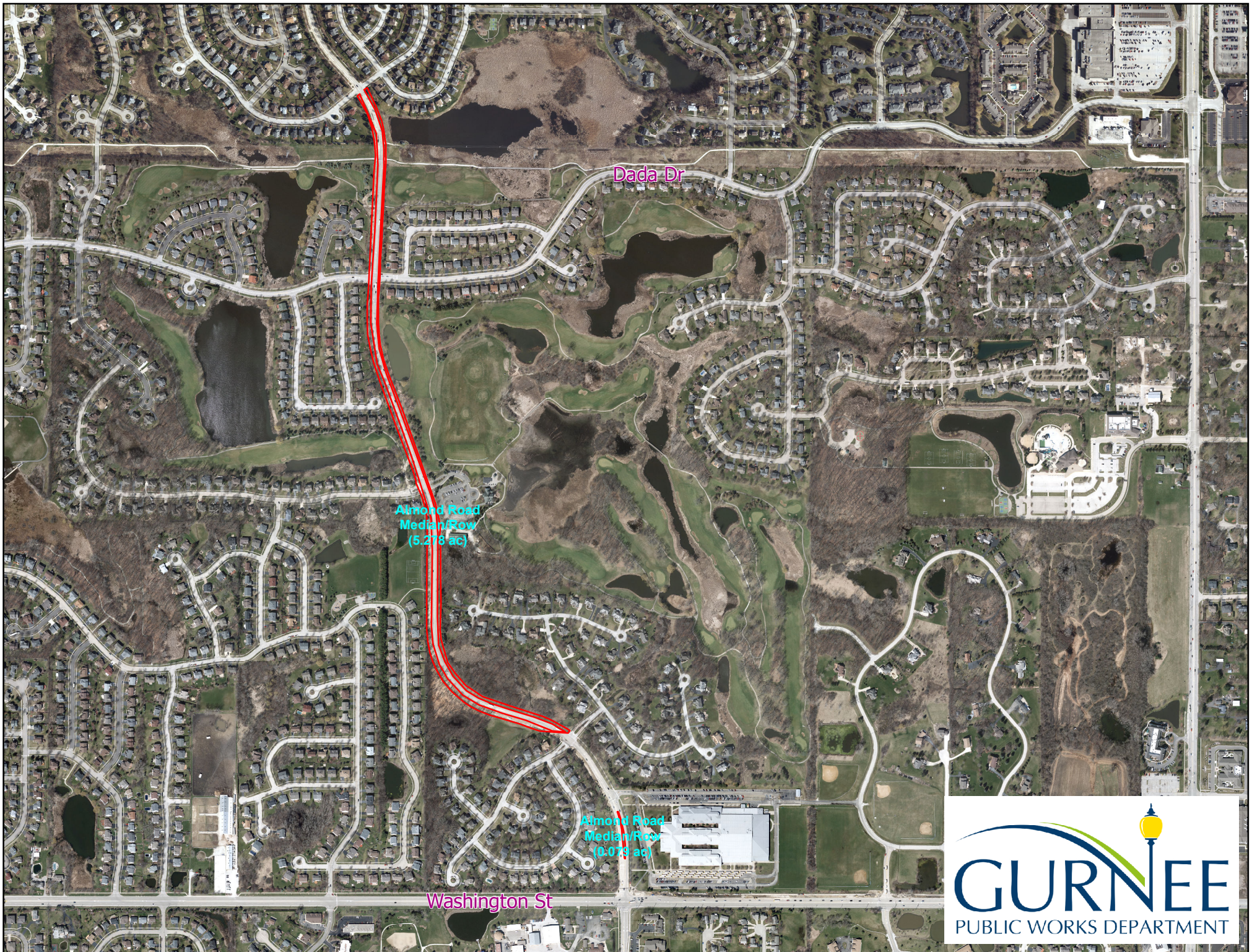
Agency Name: _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

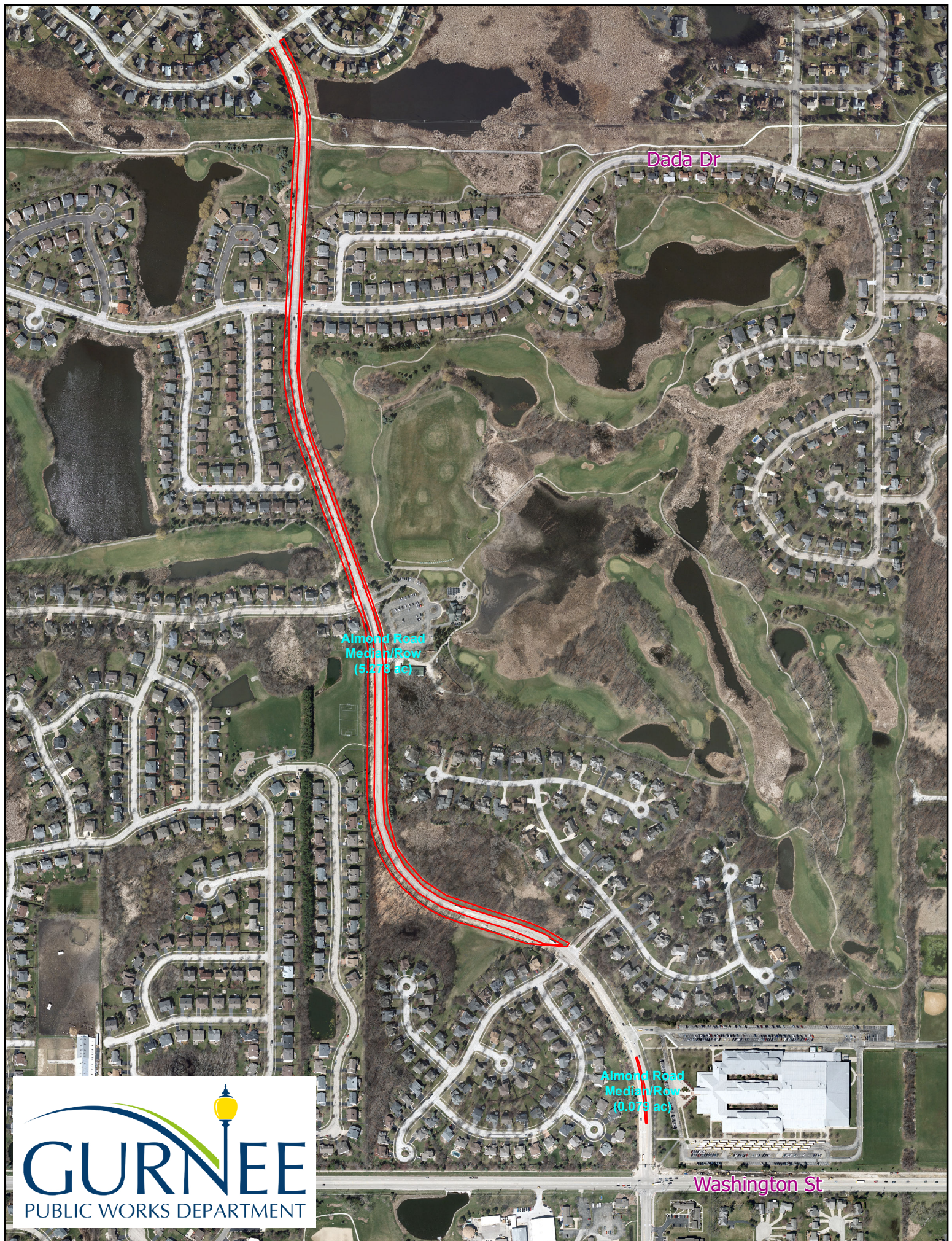
Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

Agency Name _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____



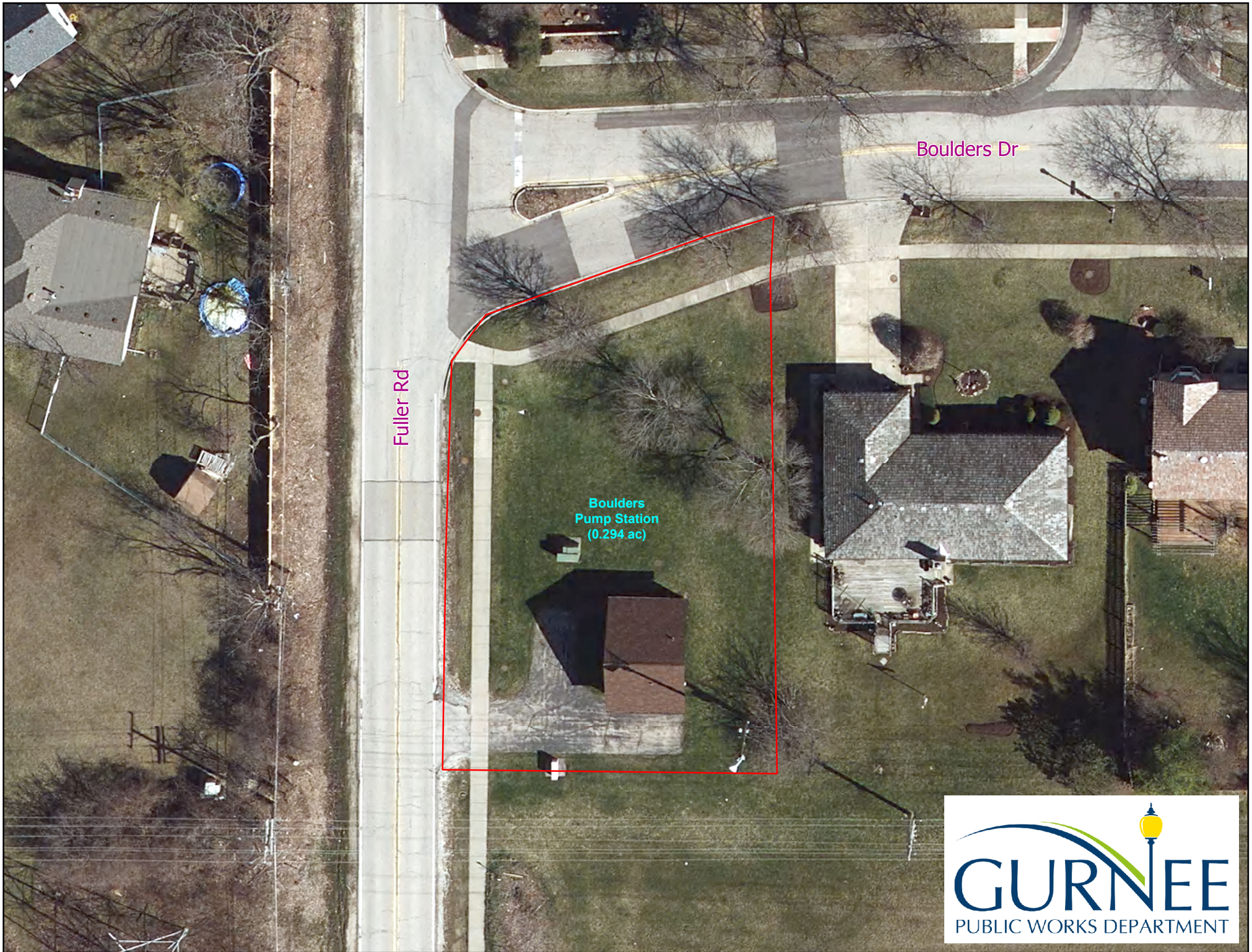


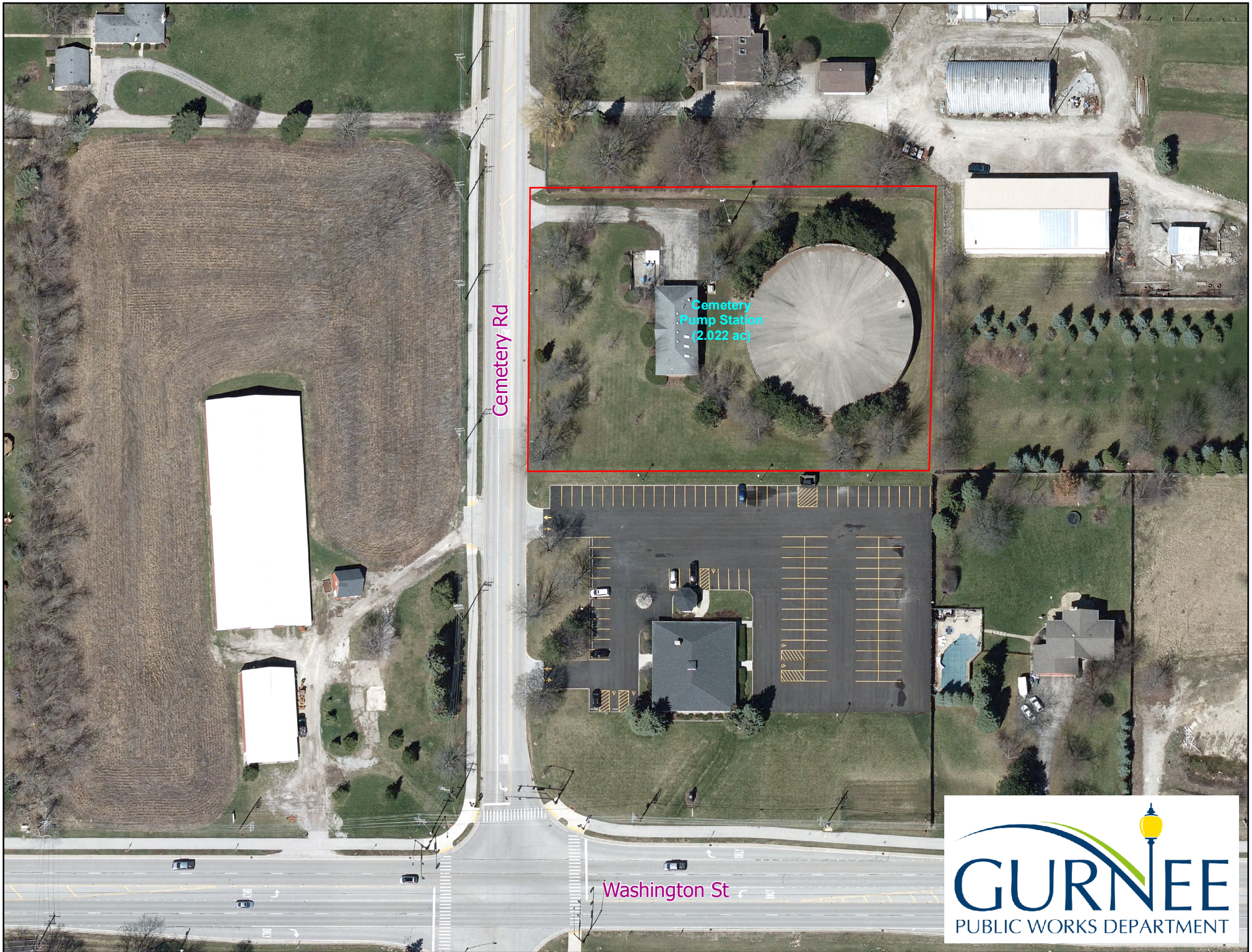
Dada Dr

Almond Road
Median/Row
(5.278 ac)

Almond Road
Median/Row
(0.079 ac)

Washington St





Cemetery Rd

Cemetery
Pump Station
(2.022 ac)

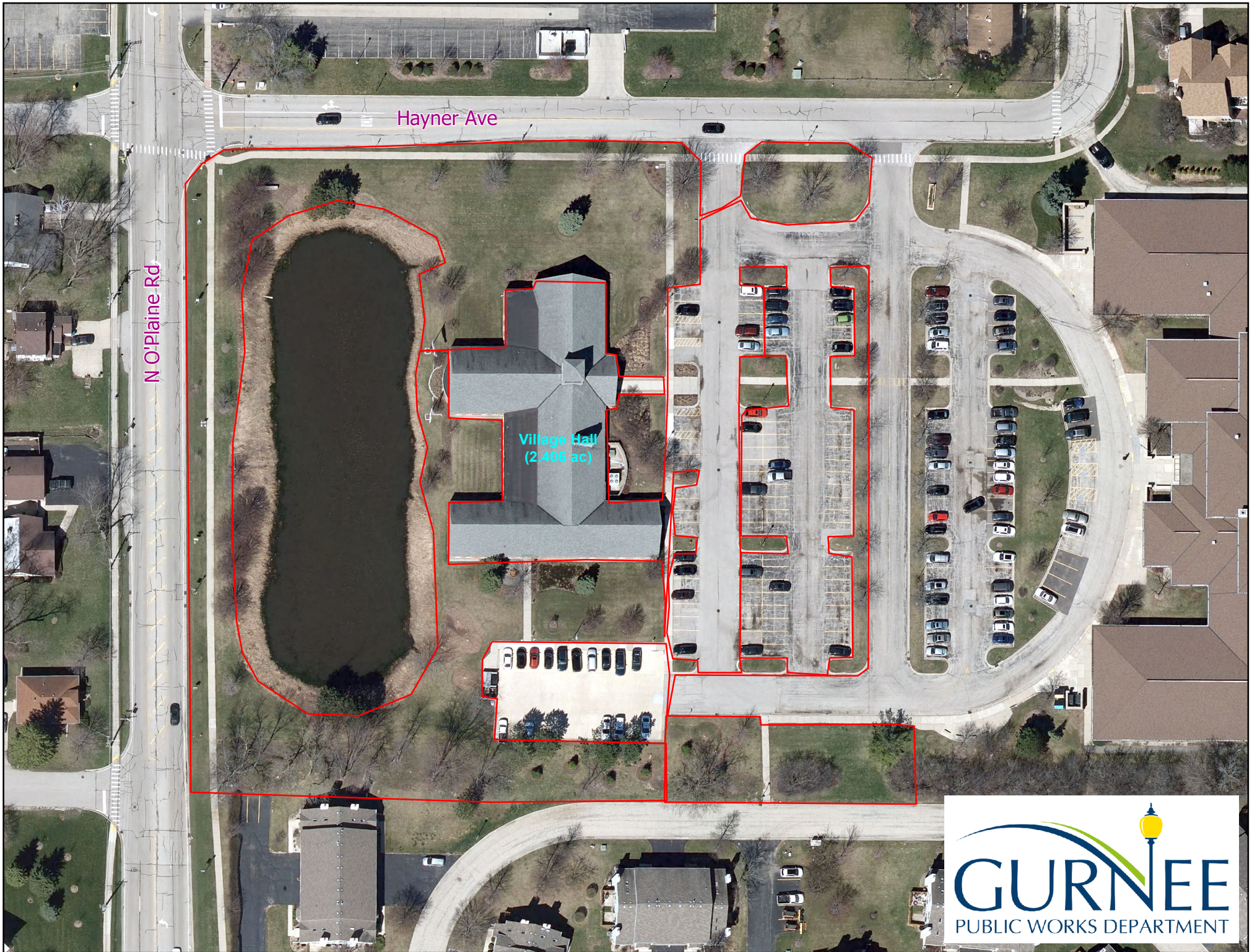
Washington St







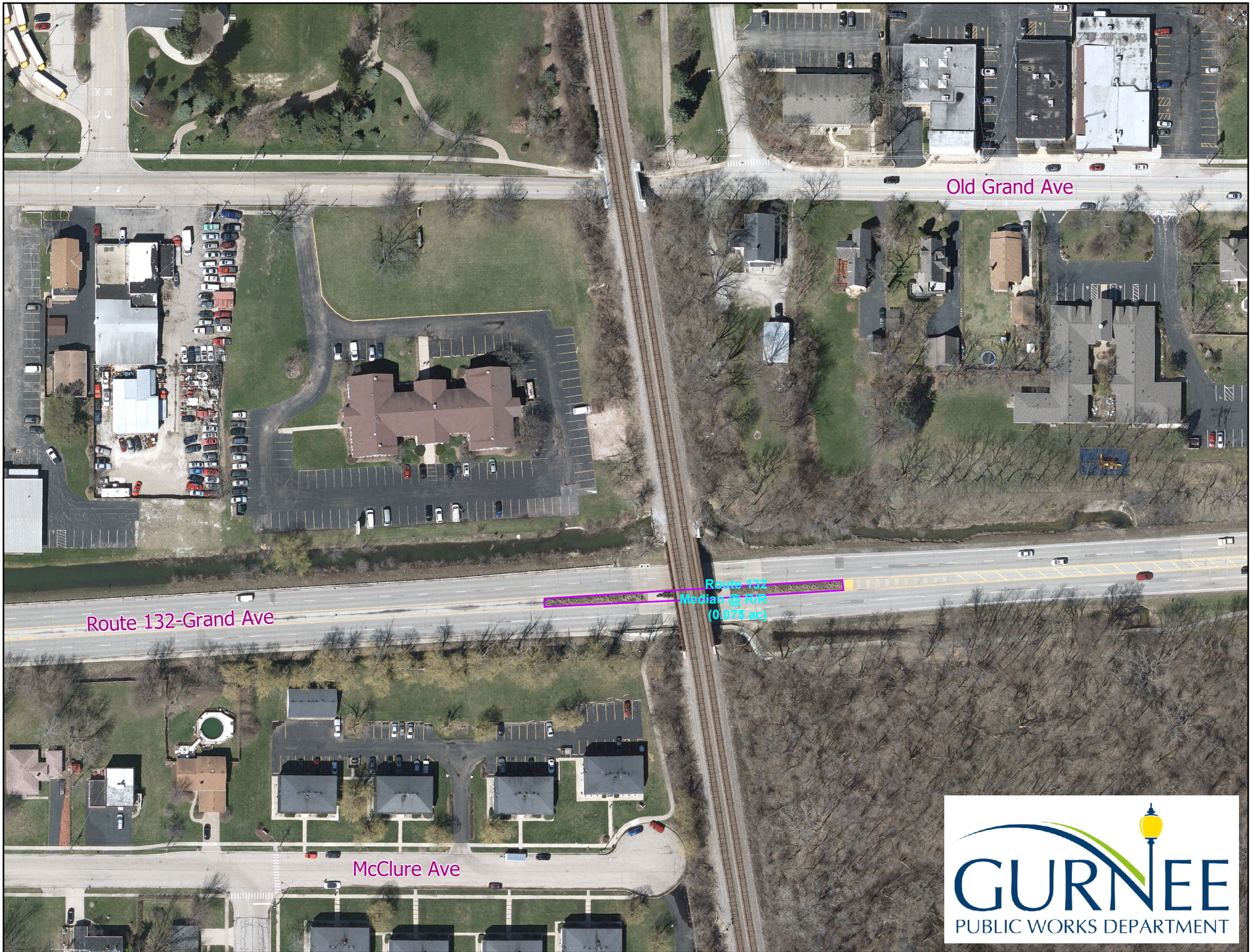




Hayner Ave

N O'Plaine Rd

Village Hall
(2.405 ac)



Route 132-Grand Ave

Old Grand Ave

Route 132
Median @ R/R
(0.075 ac)

McClure Ave

