

VILLAGE OF GURNEE

INVITATION FOR BIDS

Mowing of Class B Village Properties

This invitation for Bids (IFB) is for the purpose of establishing a contract with a qualified vendor to provide mowing and landscape maintenance 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 10:30 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: 10:30 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 B Locations	Unit Price for Mowing, Trim/Edge, Trash/Debris Pickup Every 2 weeks
Bittersweet ROW	
Blackstone and Ambrogio	
Boulders Detention Pond	
Boulevard Trail and Detention Pond	
Chapel Hill Pond	
Commonwealth Edison Trail East/Pembrook Water Tower	
Commonwealth Edison Trail West	
Crossland Pond	
Dada Drive ROW	
Depot Road	
Dilleys Road and Northridge Drive	
Eastwood / O'Plaine ROW	
Emerald Lots	
First Street @ Route 132	

Gatewood Detention Pond	
Keith and Northwestern	
Kilbourne Pond and South Lots	
Kilbourne ROW and Forest Preserve Lot	
Lawson Pond North	
Lawson Pond South	
Long Hill Pond	
McClure Properties	
Northwestern Water Tower	
Red Pine Pond	
Riverside Pond / Route 21 Lift Station	
Route 132 Medians West	
Route 21 Median and ROW	
Route 21 Pump Station	
Route 21 Triangle	
Route 41 @ Route 132	
Route 41 Lift Station	
Scarborough Drive / Knowles Road Pond	
Spruce Pointe Detention Pond	
Stearns School ROW / Pond	
Strawberry Fields Detention Pond	
Swanson-Trigg Trail	
Tri-State Parkway ROW	

Washington @ Greenleaf	
Washington @ O'Plaine	
Washington Street Median West	
Waveland Detention Pond / White Property	
Total per 2 Week Maintenance Bid	

Total Bid for 18 Mowings _____

Total Contract Cost: _____

Option 1	Mowing of Residential / Commercial Lots
Residential Lots 1/4 to 3/4 (minimum 40 lots)	
Commercial Lots 1 acre to 5 acres (minimum 6 lots)	

Total Bid per Hour _____

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 B Sites

The contractor shall perform mowing operations consisting of mowing grass, to a height of two and one half inches, on and along the designated areas to include trimming around permanent structures and picking up trash and litter prior to mowing operations. The clippings will remain on the ground after mowing. These mowing operations shall be performed eighteen (18) times per season, or biweekly beginning May 1, unless otherwise directed by the Director of Public Works or his designee. Mowing operations will be performed during the months of April, May, June, July, August, September, October, and November. The contractor shall perform mowing operations no earlier than 7:00 A.M. and no later than 7:00 P.M., Monday through Friday. The contractor must contact the Director of Public Works or his designee, a minimum of twenty four (24) hours prior to starting mowing operations to advise the Public Works Department of the contractors' schedule. The contractor shall respond within forty eight (48) hours to a request made by the Village to complete the mowing operations within a specific area.

Option #1: Mowing of Lots

The Village of Gurnee, at times, may need to mow residential, business or commercial lots due to foreclosure, businesses relocating or closure. The sizes of these lots vary in size, with the majority being residential lots no larger than .75 acres. These lots will require mowing the grass to a height of between two and three inches as conditions dictate and hand trim where the mower casing prevents close cutting, including trimming around permanent structures and picking up trash and litter prior to mowing operations. The clippings will remain on the ground after mowing. These operations shall be performed to maintain an outstanding appearance.

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

In consideration of these services, 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 mowing is completed. One round consists of completing mowing operations, as specified, over all of the Class B Sites as a part of this document and shown on the map.

Site Investigation

It is strongly 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

BITTERSWEET ROW

This ROW on the south side of Bittersweet Drive between the addresses of 7367 and 7413 is approximately .25 acres.

BLACKSTONE AND AMBROGIO

This location includes a dry bottom pond located between Blackstone Avenue and Ambrogio Drive as well as the ROW on the south and east sides of Blackstone, Estes and Harper, approximately 2 acres.

BOULDERS DETENTION POND

This is a dry bottom pond approximately 2.25 acres in size located west of Route 21 and north of Boulders Drive.

BOULEVARD TRAIL AND DETENTION POND

This is a dry bottom pond and ROW alongside a walking path that total approximately 16 acres. The pond is located north of Route 132 and approximately one block east of Belle Plaine Street, and the trail runs north from Crescent Avenue and Boulevard View to Florida Avenue.

CHAPEL HILL POND

This is a dry bottom pond and is approximately 3.75 acres in size. The pond is located in the Steeple Pointe Subdivision on the north side of Chapel Hill.

COMMONWEALTH EDISON TRAIL EAST/PEMBROOK WATER TOWER

The location includes the width of the ComEd ROW from Route 21, west to Dilleys Road and the site around the Pembroke water tower located on the east side of Dilleys Road south of the ComEd ROW. The total turf area is approximately 14.5 acres.

COMMONWEALTH EDISON TRAIL WEST

This location includes mowing along a trail system that run in the ComEd ROW between Hunt Club Road and Knowles Road as well as the width of the ComEd ROW along Vineyard Drive, Panorama Drive and Knowles Road. Total area mowed is approximately 7.5 acres.

CROSSLAND POND

This dry bottom pond approximately 1.25 acres in size is located in the Fairway Ridge subdivision on the north side of Crossland Boulevard between Darnell Lane and Braxton Court.

DADA DRIVE ROW

Three separate locations along the north and south ROW of Dada Drive west of Almond Road totaling approximately 1 acre.

DEPOT ROAD

Located on the east and west sides of Depot Road, north of Old Grand Avenue, approximately 2.25 acres.

DILLEYS AND NORTHRIDGE

A small outlot at the NE corner of Dilleys Road and Northridge Drive approximately .25 acres.

EASTWOOD/OPLAINE ROW

East side of O'Plaine Road at the dead end of Eastwood Avenue approximately .25 acres.

EMERALD LOTS

Two lots both north and south of 881 Emerald Ave totaling approximately 1 acre.

FIRST ST @ RTE 132

Including all four corners of this intersection as well as the ROW east to the railroad viaduct and a vacant lot off of First Place, totaling approximately 2 acres.

GATEWOOD POND

This dry bottom pond is approximately 1.75 acres located on the north side of Lawson Boulevard, approximately one-eighth of a mile east of Dilleys Road.

KEITH AND NORTHWESTERN

SE corner of this intersection around the rim of a wetland, approximately .25 acres.

KILBOURNE POND AND SOUTH LOTS

Multiple lots and a dry bottom pond on the east and west sides of Kilbourne Road south of the Public Works facility, totaling approximately 5.5 acres.

KILBOURNE ROW AND FOREST PRESERVE LOT

ROW and area surrounding the trail parking lot north of 1122 Kilbourne Road, approximately .25 acres.

LAWSON POND NORTH

This dry bottom pond is approximately 3.5 acres in size located west of Fuller Road approximately 200 feet north of Boulders Drive.

LAWSON POND SOUTH

This dry bottom pond is approximately 2.5 acres in size located east of Lawson Boulevard and north of Pembroke Court.

LONG HILL POND

This dry bottom pond is approximately 4.25 acres in size located in the Providence Village Subdivision on Long Hill Road.

MCCLURE PROPERTIES

Four separate properties on the east and west sides of 4451 and 4554 McClure approximately 2.5 acres total.

NORTHWESTERN WATER TOWER

This area is approximately 1 acre in size located on Northwestern Avenue and Swanson Court.

RED PINE POND

This dry bottom pond is approximately 2 acres in size located west of Fuller Road and approximately 200 feet south of Red Pine Avenue.

RIVERSIDE POND / RTE 21 LIFT STATION

This dry bottom pond and lift station are approximately 2.5 acres in size. The pond is located west of Route 21, south of Adele Drive. The lift station is on the east side of Route 21 just north of Adele Drive.

ROUTE 132 MEDIANS WEST

Two turf medians located east and west of Rollins Drive, approximately .25 acres total.

ROUTE 21 MEDIAN AND ROW

Multiple area of ROW and the entire median on Route 21 from Washington Road south to Rolling Woods totaling approximately 7.5 acres.

ROUTE 21 PUMP STATION

Located just north of the employee entrance to Six Flags on the west side of the road approximately .25 acres.

ROUTE 21 TRIANGLE

Located at the intersection of Milwaukee Avenue and Riverside Drive approximately .25 acres.

ROUTE 41 AT ROUTE 132

ROW along the entry and exit ramps to Route 41 as well as a turf median on Route 132 west of the intersection, approximately 1.75 acres.

ROUTE 41 LIFT STATION

Located on the west side of Route 41, a quarter mile north of Stearns School Road approximately .25 acres.

SCARBOROUGH / KNOWLES POND

This site encompasses 2 dry bottom ponds measuring approximately 3 acres. The ponds are located between the Knowles Road ROW and Scarborough Drive on the south side of Rollins Drive.

SPRUCE POINTE DETENTION POND

This dry bottom pond is approximately .75 acres in size located in the Spruce Pointe Subdivision between Spruce Pointe Drive and Fuller Road. This site also includes the north ROW of Spruce Pointe, west of the pond.

STEARNS SCHOOL ROW / POND

ROW on the south side of Stearns School Road, east and west of Westfield Drive and dry bottom pond on the west side of Conifer Lane totaling approximately 1 acre.

STRAWBERRY FIELDS DETENTION POND

This dry bottom pond is approximately .5 acres and is located in the Kingsport Subdivision in the northeast end of the Strawberry Fields cul-de-sac.

SWANSON – TRIGG TRAIL

ROW around a walking path running from First Street to Blackstone Avenue, approximately 2.25 acres.

TRI-STATE PARKWAY ROW

East and West ROW from Route 132 south to Cemetery Road, approximately .75 acres.

WASHINGTON AT GREENLEAF

NW corner of this intersection running west to Delany Road, approximately .75 acres.

WASHINGTON AT O'PLAINE

SE corner of the intersection east to Frontage Road access, approximately 1 acre.

WASHINGTON STREET MEDIAN WEST

Beginning 500' east of Route 45 and continuing for 1,600', this median is approximately .5 acres.

WAVELAND POND / WHITE PROPERTY

This is a dry bottom pond and vacant lot approximately 5 acres in size. This pond is located at Waveland Avenue and Woodlawn Avenue and the vacant lot is east of Waveland Avenue across from the pond.

The approximate total area for the mowing portion of the contract is 108.5 acres.

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. **ERRORS IN BIDS.** 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. In case of error in the extension of prices in the bid, the unit prices will govern.
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. 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.

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.

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:

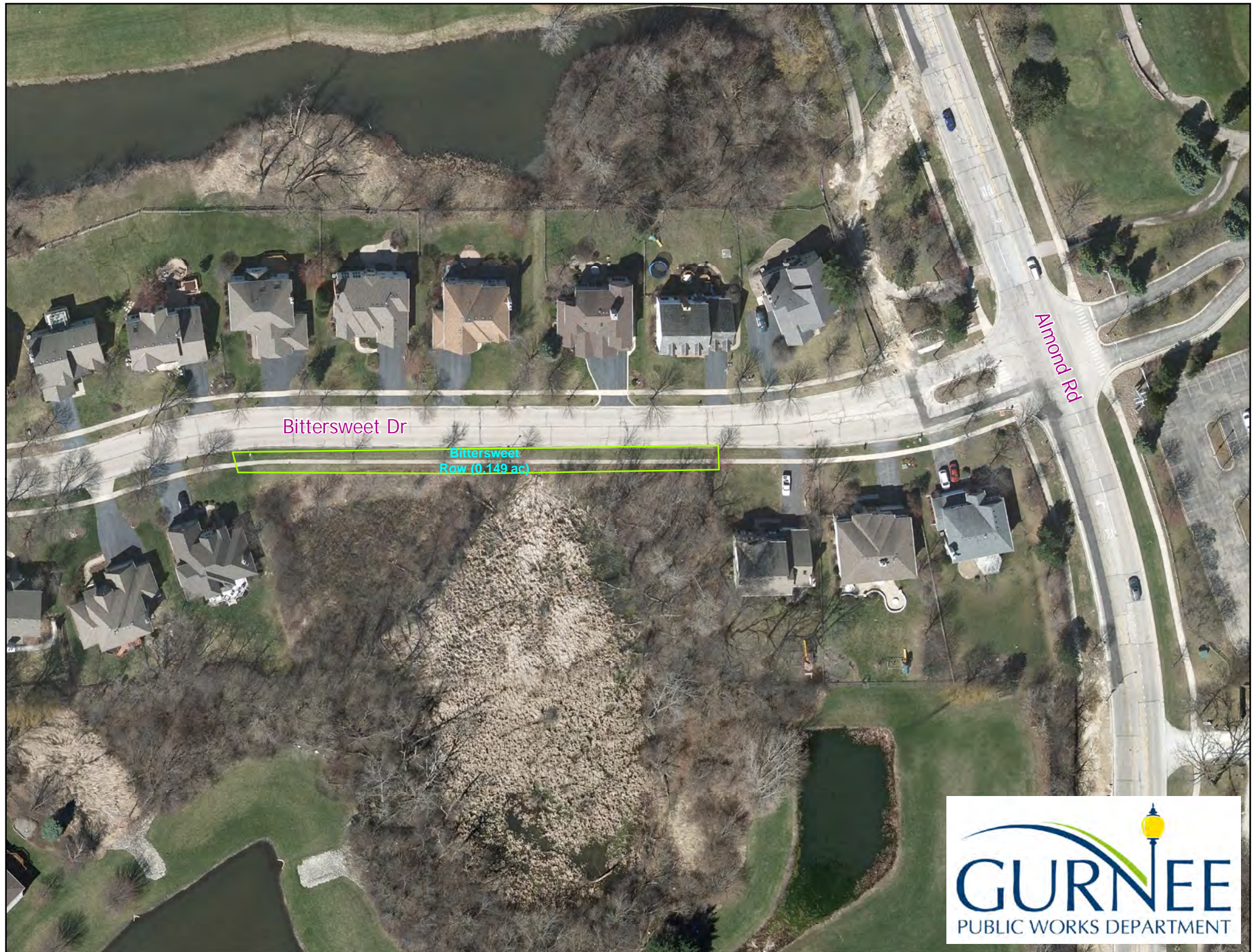
Agency Name: _____
Address _____
City, State, Zip Code _____
Telephone Number _____
Contact Person _____
Dates of Service _____

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 _____



Bittersweet Dr

Bittersweet
Row (0.149 ac)

Almond Rd





Blackstone Ave

Blackstone
@ Ambrogio
(1.884 ac)

Ambrogio Dr





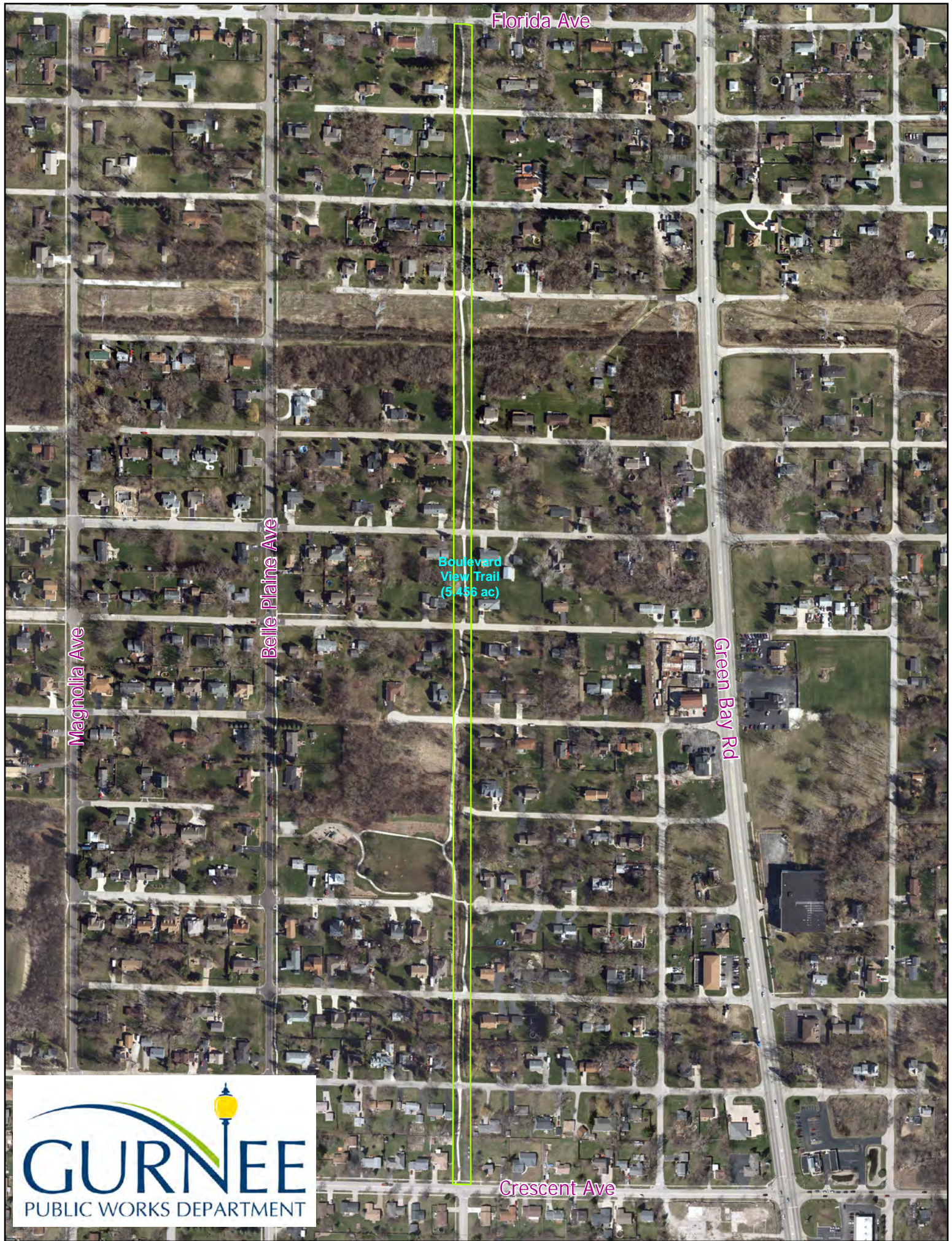
Ravine Dr

Boulders Pond
(2.337 ac)

Route 21

Boulders Dr





Florida Ave

Belle Plaine Ave

Boulevard
View Trail
(5.456 ac)

Magnolia Ave

Green Bay Rd

Crescent Ave

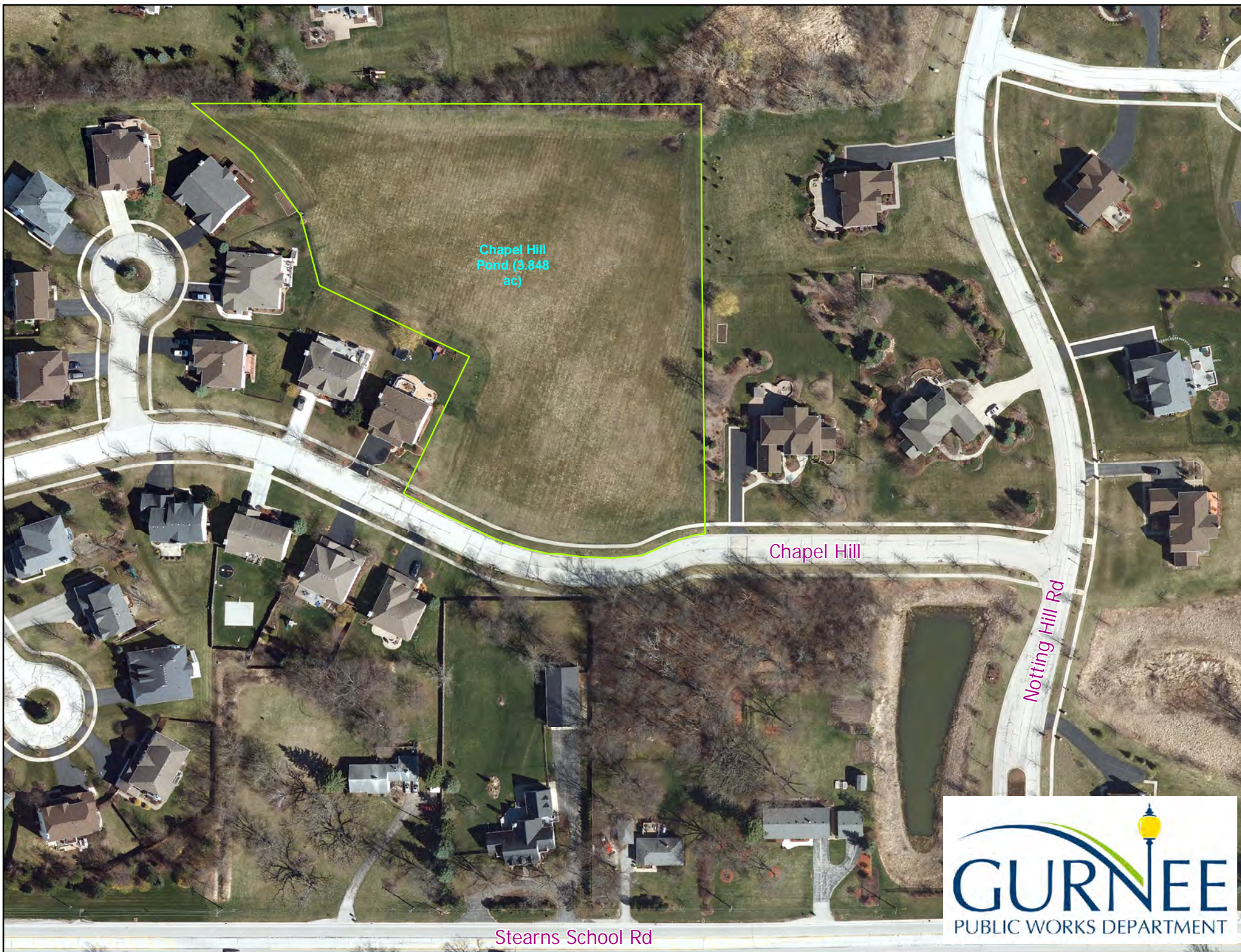


Boulevard View
Detention Pond
(10.552 ac)

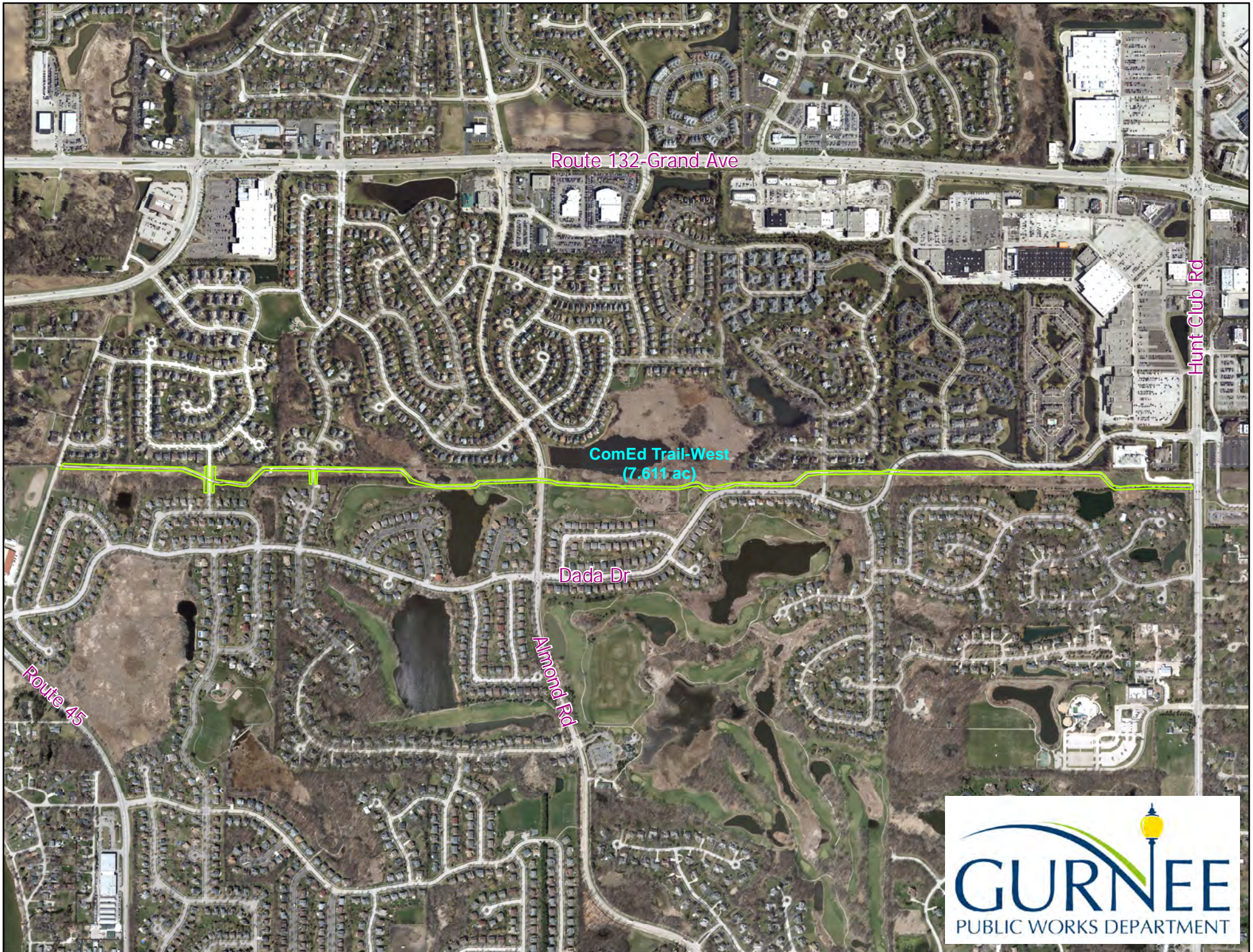
Belle Plaine Ave

Route 132-Grand Ave











Andover Dr

Crossland
Pond (1.26
ac)

Crossland Blvd

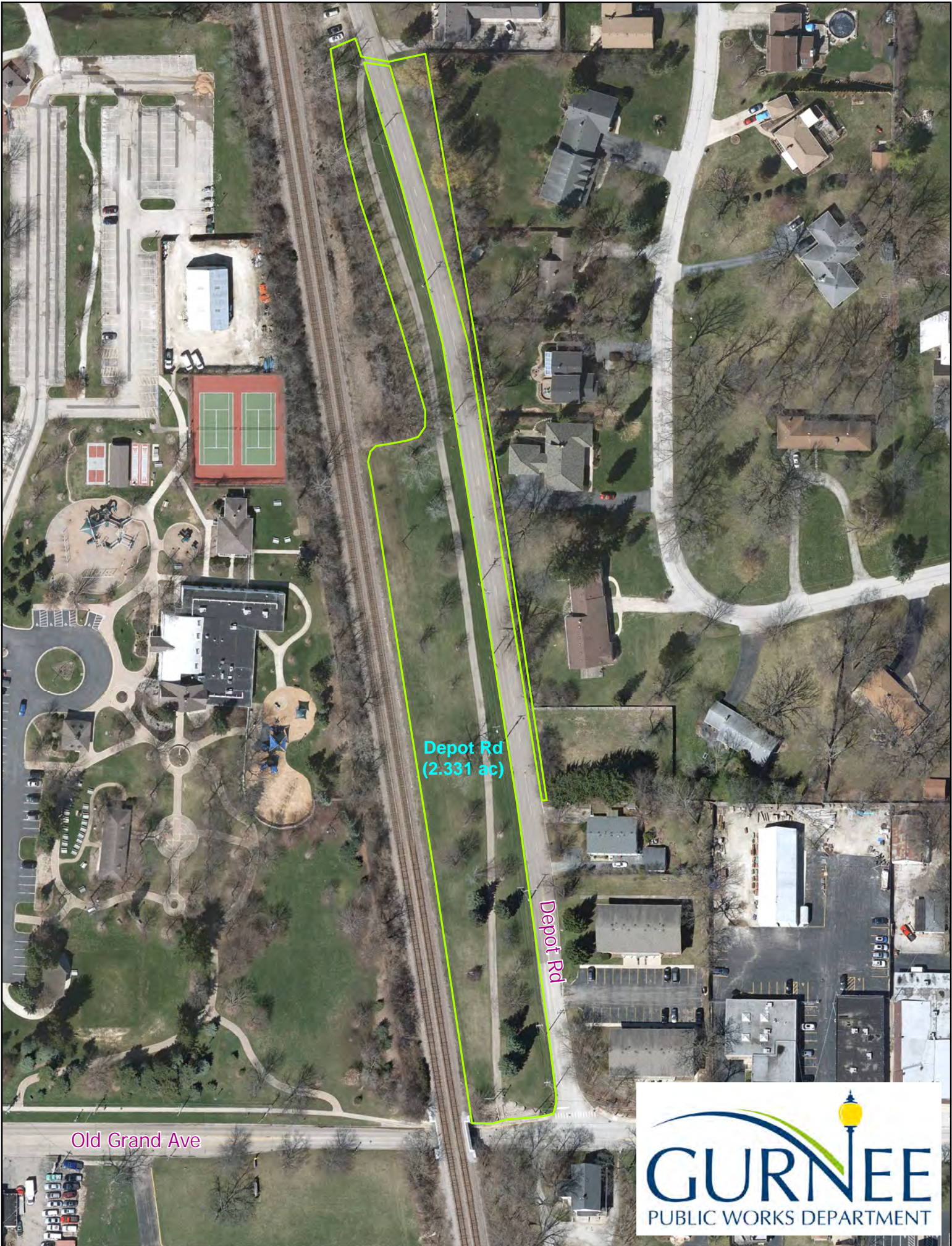
Leonard Dr

Hunt Club Rd

Route 120







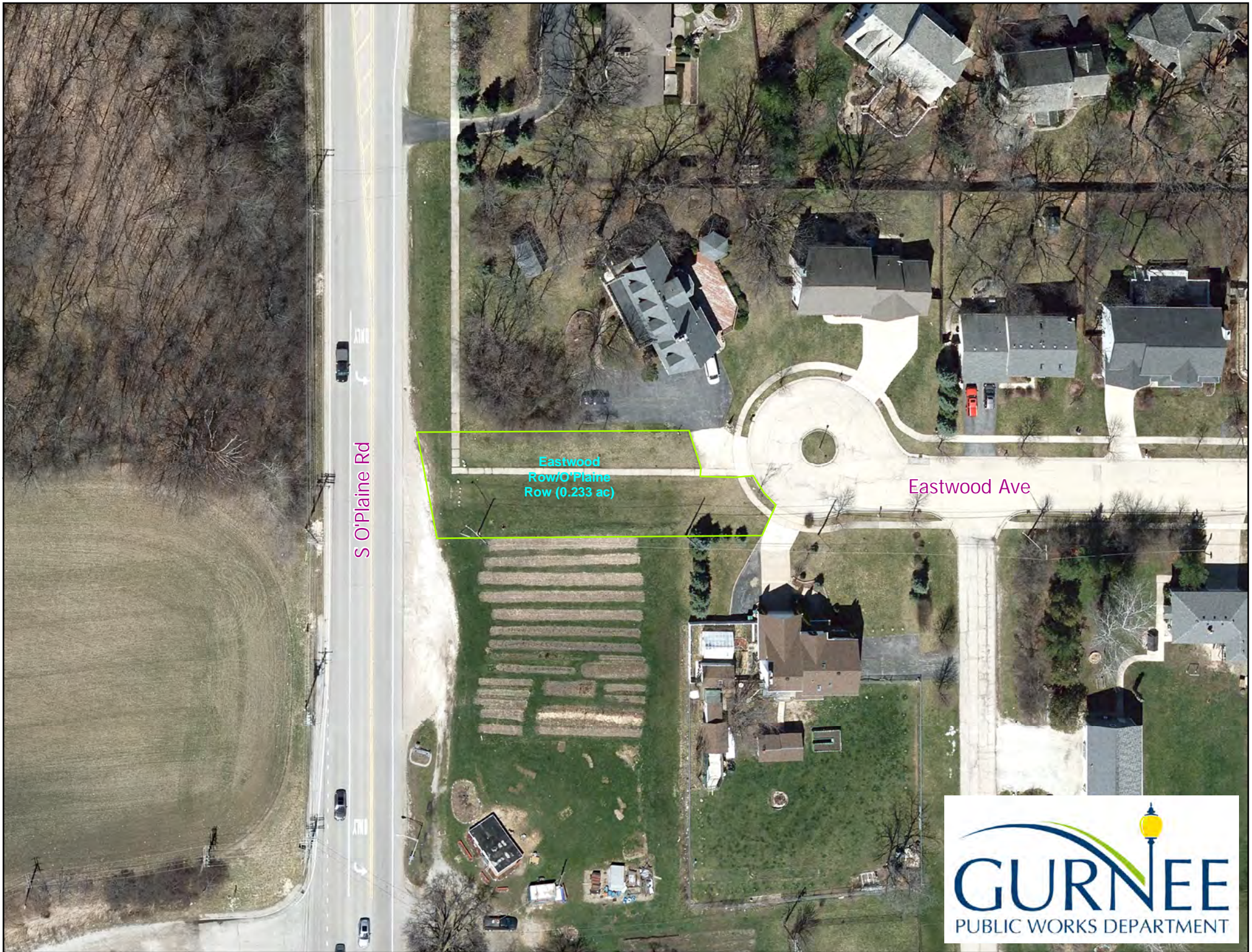


Route 132-Grand Ave

Dilleys Rd

Dilleys & Northridge
(0.123 ac)













Northwestern Ave

Keith @
Northwestern
(0.221 ac)

Keith Ave

Magnolia Ave







Route 41

Forest Preserve Lot
And Kilbourne
Row (0.291 ac)

Kilbourne Rd











Route 132-Grand Ave

Property West
Of 4554 McClure
(1.611 ac)

Property East
Of 4554 McClure
(0.513 ac)

O'Plaine Rd

West Of 4451
McClure Ave
(0.21 ac)

4439
McClure Ave
(0.248 ac)





Swanson Ct

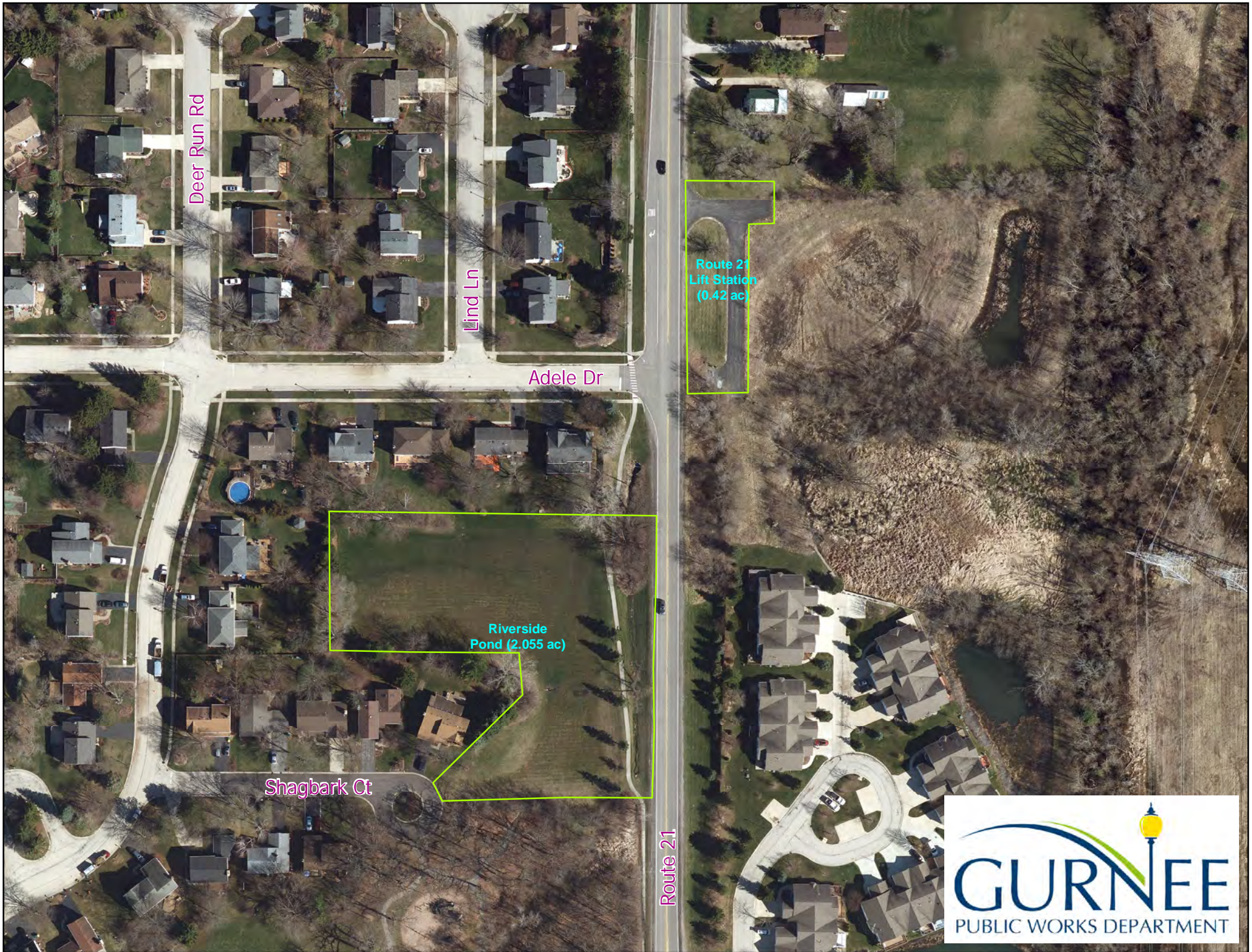
Northwestern Ave

Country Club Ave

Northwestern
Tower
(0.935 ac)

Florida Ave





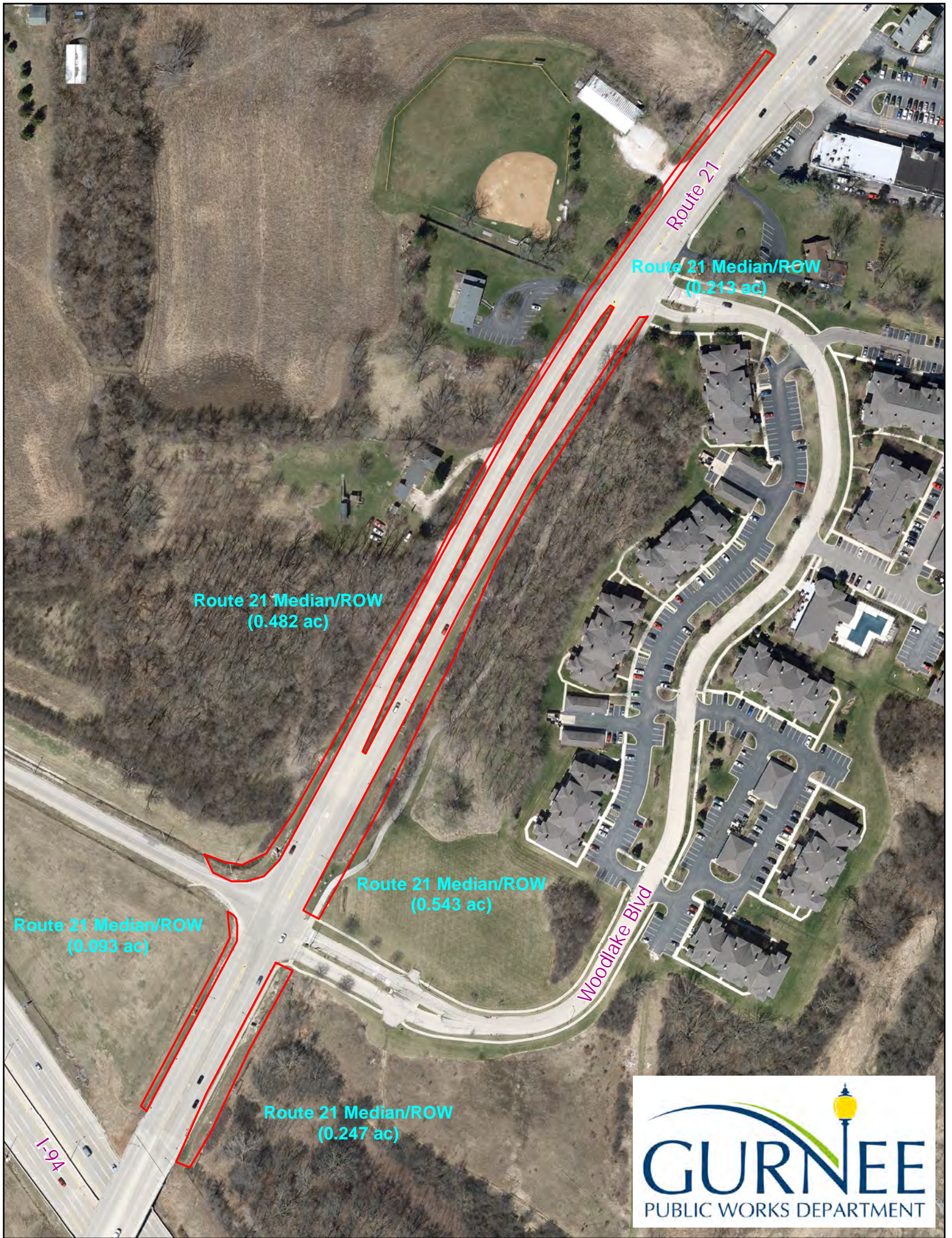


Route 132-Grand Ave

Route 132 Median-West
(0.119 ac)

Route 132 Median-West
(0.107 ac)

Rollins Rd







Route 21 Median/ROW
(0.361 ac)

Route 21 Median/ROW
(0.135 ac)

Manchester Dr

Route 21

Route 21 Median/ROW
(0.068 ac)

Spinney Run Dr

Route 21 Median/ROW
(0.51 ac)



Route 21 Median/ROW
(0.214 ac)

Route 21 Median/ROW
(0.05 ac)

Route 21 Median/ROW
(0.097 ac)

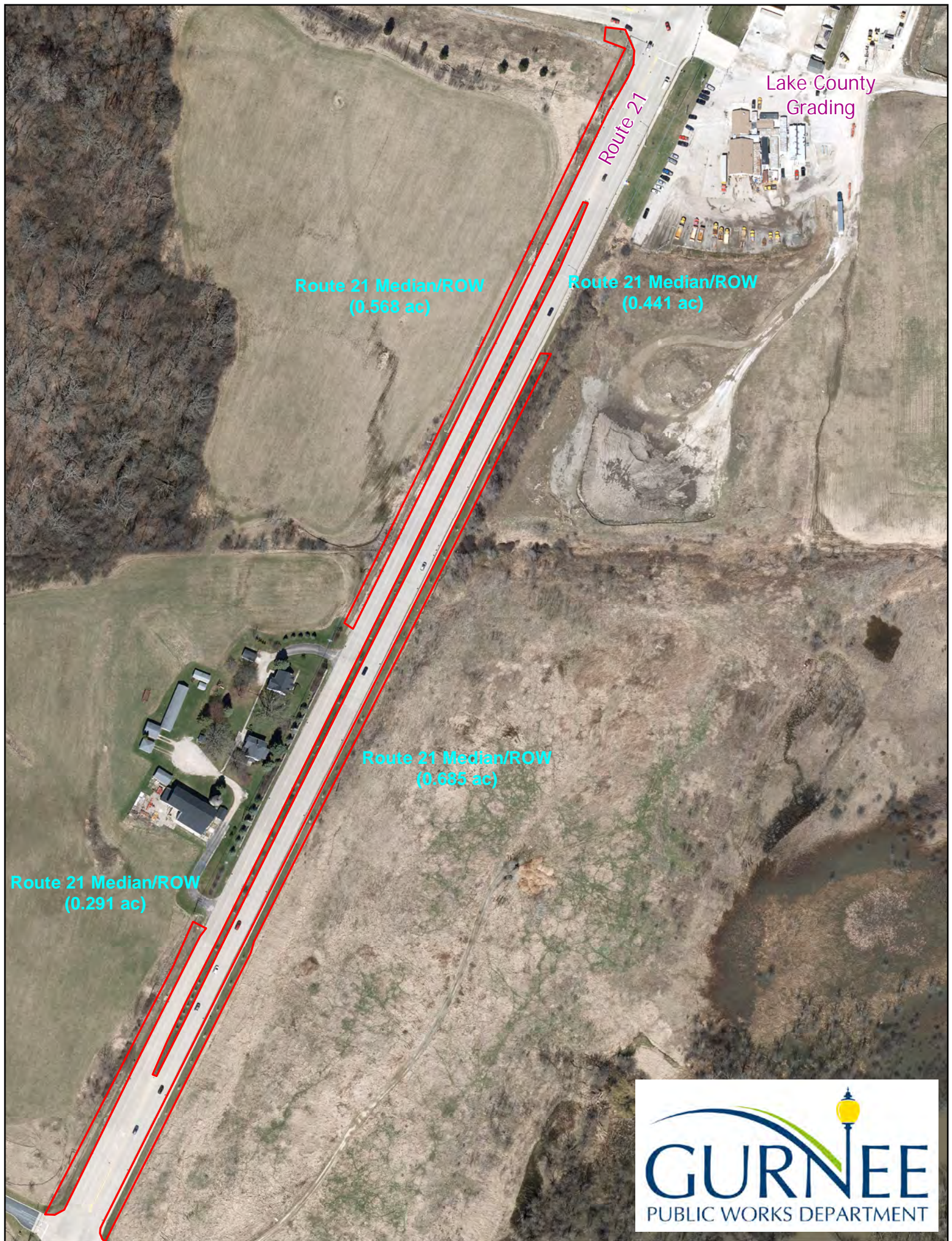
Route 21

Route 120

Route 21 Median/ROW
(0.179 ac)

Route 21 Median/ROW
(0.055 ac)





Lake County
Grading

Route 21

Route 21 Median/ROW
(0.568 ac)

Route 21 Median/ROW
(0.441 ac)

Route 21 Median/ROW
(0.685 ac)

Route 21 Median/ROW
(0.291 ac)



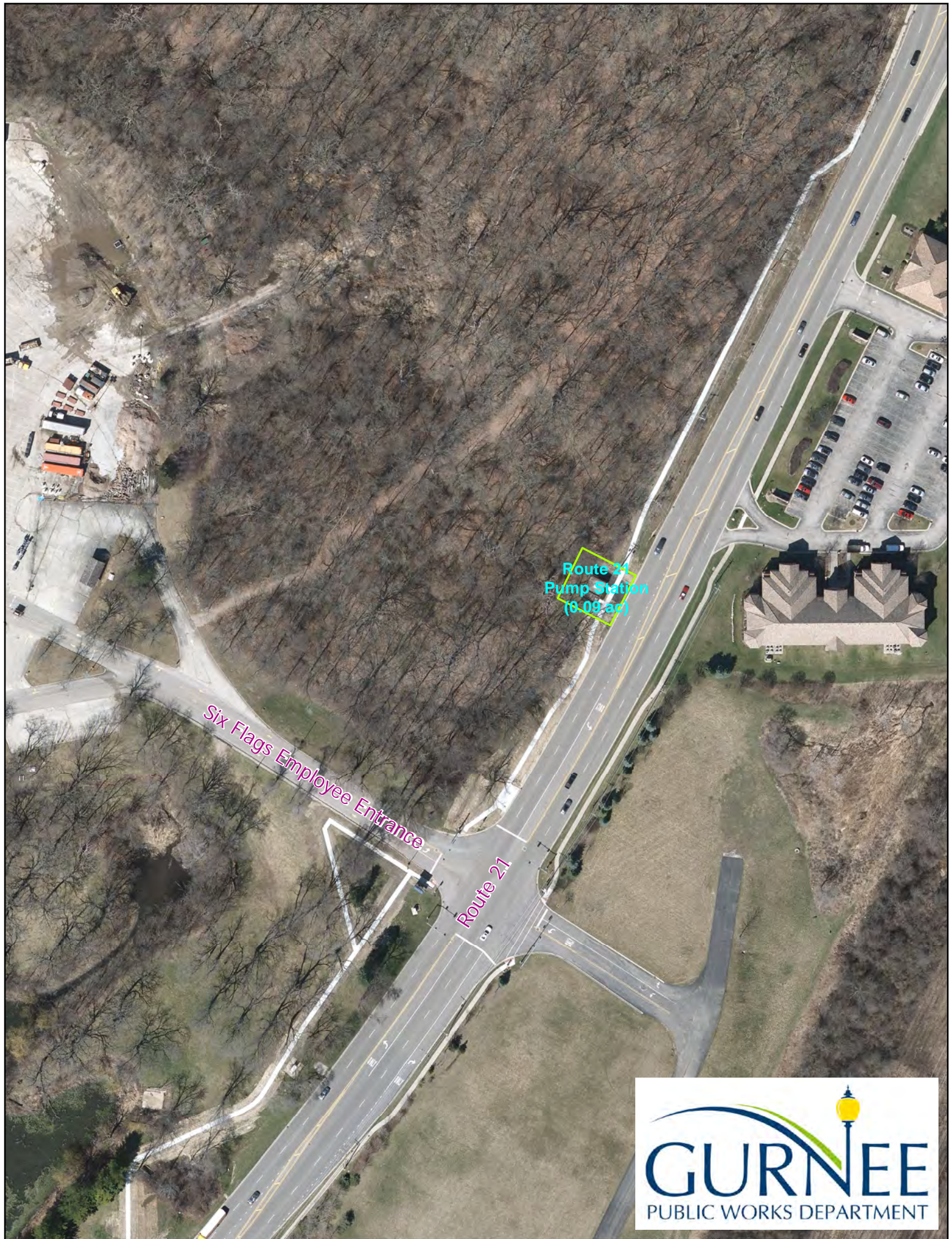
Route 21 Median/ROW
(0.052 ac)

Route 21

Route 21 Median/ROW
(0.354 ac)

Rollingwoods









Route 41 @ Route 132
(1,826 ac)

Route 41-Skokie Hwy

Route 132 - Grand Ave



Route 41 Lift Station
(0.112 ac)

Route 41

Route 41

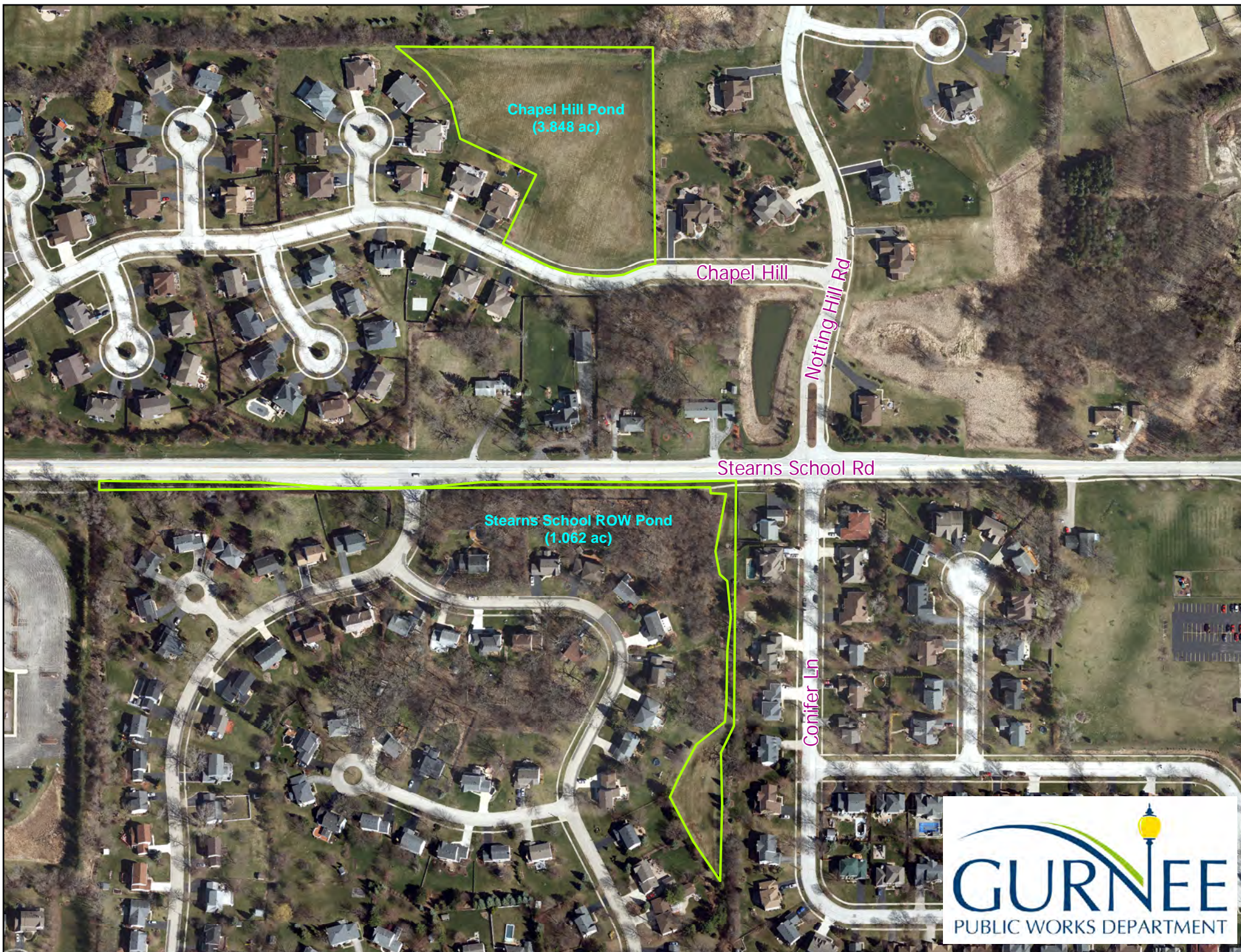
Stearns School Rd





Scarborough
Pond (2.999 ac)





Chapel Hill Pond
(3.848 ac)

Chapel Hill

Notting Hill Rd

Stearns School Rd

Stearns School ROW Pond
(1.062 ac)

Conifer Ln







Route 132-Grand Ave

Swanson Trigg
(2.257 ac)

Greenleaf St

First St

Blackstone Ave







Washington @ Greeleaf
(0.641 ac)

Washington St

N Greenleaf St



N O'Plaine Rd

Washington St

Washington At
O'Plaine (1.006 ac)





Route 41

Waveland Ave

White Property
(0.907 ac)

Waveland Pond
(4.825 ac)

Woodlawn Ave

