

# **VILLAGE OF GURNEE**

## **Grand Avenue Landscape Improvements Phase II Project # 8380**

<b>Bid Opening:</b>	<b>July 10<sup>th</sup>, 2018</b>
<b>Time:</b>	<b>11:30 A.M.</b>
<b>Place:</b>	<b>Village of Gurnee 325 N. O'Plaine Road Gurnee, Illinois 60031 (847) 599-7550</b>

**PREPARED BY: VILLAGE OF GURNEE – ENGINEERING DIVISION**

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

Municipality: VILLAGE OF GURNEE  
Road District WARREN  
County LAKE  
Project No. 8380

**TIME AND PLACE OF OPENING OF BIDS:**

Sealed proposals for the improvement described below will be received at the office of the Village of Gurnee, Engineering Division, 325 N. O'Plaine Road, Gurnee, Illinois 60031, until 11:30 A.M., July 10th, 2018. Proposals will be opened and read publicly at that time.

**DESCRIPTION OF WORK:**

**“East Grand Avenue Landscape Improvements Phase II”  
Project # 8380**

**LOCATION:**

**Grand Avenue (IL-132) from Waveland Avenue to Lawrence Avenue.**

**PROPOSED IMPROVEMENT:**

Scope of work includes approximately 1,200 sq. yards of landscaping including: herbicide treatment, sod removal, perennial and shrub furnishing and installation, maintenance, and all other work necessary to complete the improvements.

**BIDDERS INSTRUCTIONS:**

1. Plans and proposal forms will be available in the office of the Village of Gurnee, 325 N. O'Plaine Road, Gurnee, Illinois 60031 for a non-refundable cost of \$25.
2. The Contractor must abide by the articles included in the Prevailing Wage Act (820 ILCS 130).
3. The awarding authority reserves the right to waive technicalities and to reject any or all proposals as provided in Check Sheet LRS 6 of the “Supplemental Specifications and Recurring Special Provisions,” prepared by the Department of Transportation. The contractor is not required to provide a guarantee in accordance with Sheet LRS 6.

By Order Of The:  
**Village of Gurnee**  
\_\_\_\_\_  
(Awarding Authority)

\_\_\_\_\_  
Andy Harris  
Village Clerk

## **INSTRUCTIONS TO BIDDERS**

### **SCOPE OF WORK**

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

### **EAST GRAND LANDSCAPING IMPROVEMENTS PHASE II GURNEE NO. 8380**

### **SPECIFICATIONS**

The Specifications for this project are the General Conditions of the Contract, "State of Illinois Standard Specifications for Road and Bridge Construction" Adopted April 1, 2016 (SSRB); "Supplemental Specifications and Recurring Special Provisions" Adopted January 1, 2017; "Standard Specifications for Water and Sewer Main Construction in Illinois" (SSWS); "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), Village of Gurnee "Municipal Code" and Illinois Building Code and Ordinance as amended by the Village of Gurnee by Ordinance, 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.

### **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 of the proposed work, 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, and they shall further investigate the location and make a careful examination of the sources of supply for materials.

The plans are intended to provide a generalized scope of the work to be done and in no way shall be deemed to be complete, comprehensive, or limiting the area of the work to be performed.

The Village of Gurnee, as Owner, and its agents assumes no responsibility whatsoever in respect to the sufficiency or accuracy of this information and there is no guaranty, either expressed or implied, that the conditions or locations indicated are representative of those existing throughout the work or that unanticipated situations may not occur.

The Owner reserves the right to add, delete, or modify as it deems fit, the locations and amounts of work to be done. If their bid is accepted, they will be responsible for all errors in their Proposal resulting from their failure or neglect to comply with these instructions. The Owner will in no case be responsible for any change in anticipated profits resulting from such failure or neglect.

## **DELIVERY OF PROPOSALS**

Proposals shall be delivered in person 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 including the bidders' company name and plainly marked:

**“East Grand Landscaping Improvements Phase II”**  
**“GURNEE # 8380”**

## **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.

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

Prior to award, the apparent low bidder shall furnish to the Owner the following information:

1. Three (3) municipal references of completed contract work of a similar nature, including the name of the municipality, the dollar value of the work, and names and telephone numbers of the municipal officials in responsible charge of the completed contracts.
2. A complete List of the Bidder's Labor Force to be employed on this Contract, including their construction specialties.
3. The Name of the Full Time Superintendent assigned to this contract to represent the CONTRACTOR.
4. A List of All Subcontractors proposed to be employed for this contract.
5. A complete List of the Equipment owned or currently leased by the bidder to be used in construction of this improvement.
6. 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 lowest priced responsible 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.

## **CONTRACT BOND REQUIRED**

The successful bidder, prior to the execution of the Contract by the Owner, shall furnish to the Owner a surety bond in the sum equal to the full amount of the Bid, in the form of a Contract Bond. All proposals shall be submitted on the basis of furnishing this bond executed by a corporate surety company licensed to do business in the State of Illinois. The costs of executing the Contract, furnishing the Contract Bond and Proof of Insurance, and other documents required, including all Notarial fees and expenses, are to be paid by the Bidder to whom the award is made. The cost of same shall be included in the total amount bid, with no extra compensation paid by the Owner.

## **RETURN OF PROPOSAL GUARANTY**

The proposal guaranty of the successful bidder will be retained until the Owner has accepted the CONTRACTOR'S executed Contract, Contract Bond, Proof of Insurance, and executed the Contract. The Proposal guaranties of the two next lowest apparent bidders will also be retained until the Contract has been executed by the Owner.

# **GENERAL CONDITIONS OF THE CONTRACT**

## **CONTRACTOR'S INSURANCE**

The CONTRACTOR shall not commence work under this Contract until he has 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 Contract until all similar insurance required of the subcontractor has been so obtained and approved.

### **A. Compensation Insurance:**

The CONTRACTOR shall take out and maintain, during the life of this Contract, Workmen's Compensation Insurance for all his 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.

### **B. Public Liability & Property Damage Insurance:**

The CONTRACTOR shall take out and maintain and cause to be taken out and maintained by all subcontractors during the life of this Contract such Public Liability and Property Damage Insurance as shall protect him and all subcontractors performing work covered by this Contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

General Liability/Property Damage/Bodily Injury limit	\$2 million combined single
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Automobile Bodily Injury Liability/Property Damage limit	\$2 million combined single
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Such insurance shall name the Owner and the Engineer as insured along with the CONTRACTOR and shall hold harmless the Owner and the Engineer against all suits and claims arising from or as the result of the actions of the CONTRACTOR or his subcontractors.

### **PROOF OF INSURANCE**

The CONTRACTOR shall furnish the Owner with sufficient documentary evidence of insurance coverage, which evidence shall consist of either such original insurance policy or a certified statement from the insurer listing the details of the policy.

### **CHANGES TO SCOPE OF WORK**

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

### **EXTRA WORK**

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

### **QUALITY CONTROL OF WORK**

The Engineer shall have power to inspect all work for compliance with the Specifications, and the CONTRACTOR shall perform all of the work herein specified to the Engineer's entire satisfaction, approval, and acceptance.

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

The Engineer shall decide all questions relative to measurements, the materials used, the character of the work performed, and as to whether the rate of progress is such as to comply with these Specifications.

If any authorized agent of the Engineer shall discover and notify to the CONTRACTOR of any neglect or disregard of the Specifications, such defects shall at once be remedied and further defective work be at once discontinued; but the right of final acceptance or condemnation of the work will not be waived by reason thereof, nor by any act of the Owner, his officers, or agents.

## **INSPECTION**

The Engineer shall at all times have access for inspection to all branches of the work, on the site of the work, at the place of manufacture, or where materials are stored or to be furnished from, and the CONTRACTOR shall furnish from time to time such samples of each separate ingredient forming the materials to be used in the improvement as may be required by the Engineer.

If at any time during the progress of the work, any material is rejected or if any of the work is wholly or in part improperly constructed, then the CONTRACTOR, at his own expense, shall immediately remove all rejected material and shall reconstruct all work improperly done. In case the CONTRACTOR shall neglect or refuse, after twenty-four (24) hours written notice, to remove or replace said rejected work or material, the work shall be removed by the Owner and the Owner's cost of labor, material, and supervision thereof deducted from any money due the CONTRACTOR.

## **MATERIAL INSPECTION**

All materials incorporated in this contract are to be inspected according to the special provisions.

## **CONTRACTOR'S EMPLOYEES**

The CONTRACTOR shall employ skilled foremen and laborers and shall, if directed by the Engineer, discharge from the site of the work any incompetent, abusive, or disorderly employees. None but person's expert in their respective branches of work shall be employed by the CONTRACTOR.

## **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.

## **SALVAGED MATERIAL**

All material of whatever kind encountered on the site is the property of the Owner. When approved for removal from the site of the work, said material shall become the property of the CONTRACTOR and shall be disposed of, in a timely fashion, as specified.

## **PERMITS**

Before beginning work the Owner shall obtain necessary permits for all work to be done under this Contract. The Contractor shall abide by all permit requirements as indicated on permits associated with this project and as directed by the Owner. Inspections for compliance shall be made by the Owner or Owners' representatives.

## **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.

### **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 Engineer harmless from any such claims or demands of any kind, arising from their performing the work on this Contract.

### **CLAIMS**

The CONTRACTOR agrees to save and hold harmless the Owner and the Engineer from all claims, demands, suits, judgement 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 Owner and the Engineer harmless from all claims, demands, suits, judgement decrees, including costs, expenses and attorney fees on account of, or arising out of, any infringement of any patent rights or royalties claimed by any one on account of machinery, instrument tools, materials, principals, or processes used by them or about said work.

### **FORFEITURE**

The work herein specified shall be prosecuted with such forces as the Engineer may deem adequate for its completion within the time specified for completion. If the rate at which the work is

performed is, in the judgement of the Engineer, not such as to insure its progress and completion in the time and manner herein specified, or if, at any time, the CONTRACTOR refuses or neglects to prosecute the work with forces sufficient for its completion within the specified time, or if in any event, the CONTRACTOR fails to proceed with the work in accordance with the requirements and conditions of the Specifications, the Owner shall have full right and authority after giving three (3) days written notice to the CONTRACTOR of its intention to do so, to take the work out of the hands of the CONTRACTOR and/or to re-let the same to other contractors. In so doing, the Owner may use or authorize the use of such materials and supplies as may be the property of the CONTRACTOR, or on the ground, without rental or other charge for the use thereof, except that all such materials so used in completing the work shall be credited to said CONTRACTOR at their fair reasonable market price, as of the date same were delivered on the work, but in no case will the CONTRACTOR be credited with more than the cost of said materials delivered to the CONTRACTOR. The cost of fully completing all the work and all expense of every kind incurred by the Owner in connection herewith shall be charged to the CONTRACTOR and shall be deducted and paid by the Owner out of such moneys as may be due, or may at any time thereafter become due, or may at any time thereafter become due to said CONTRACTOR under this Contract, or any part thereof, so far as the same shall suffice therefore, and any deficiency shall be paid to the Owner by the CONTRACTOR forthwith, and the bondsmen will be held liable for any such deficiency.

Should it become necessary for the Owner to declare the work forfeited, such forfeiture shall in no case relieve the CONTRACTOR or his bondsmen of any of the conditions of the Contract. In case the CONTRACTOR shall abandon or in any manner fail to complete the work, the Owner shall have the full right and authority to pay to any person, firm, or entity who may have been employed by the CONTRACTOR upon the work, out of any fund due or unpaid the CONTRACTOR at the time the

Owner shall declare said CONTRACTOR in default, any and all sums of money which may be found to be due and owing to said CONTRACTOR under this Contract and upon giving five (5) days written notice by mail to said CONTRACTOR of the intention so to do.

The Owner shall have the full right and authority to ascertain the amount or amounts so due and owed by the CONTRACTOR to such person, firm, or entity and in such manner and upon such proof as it may deem sufficient, and the amount or amounts so found by it to be due and owing to such person, firm, or entity, shall be conclusive as against said CONTRACTOR, and may thereafter make payment to the said person, firm or entity.

### **SUBLETTING OF CONTRACT**

No part of the work herein specified shall be assigned, subcontracted, or sublet without the written consent of the Owner.

The CONTRACTOR may be permitted to sublet a portion thereof, but shall perform with the CONTRACTOR'S own organization, work amounting to not less than fifty percent (50%) of the total contract cost, and with materials purchased or produced by the CONTRACTOR. Items designated in the contract as "Specialty Items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before

computing the amount of work required to be performed by the CONTRACTOR with his/her own organization. "Specialty Items" will be those items so designated on the Summary of Quantities included in the plans. The ENGINEER may request the CONTRACTOR provide proof that any proposed subcontractor has the experience, ability, and equipment the work requires.

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

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

### **SUSPENSION OF WORK**

Should the CONTRACTOR, with the approval of the Engineer, stop work or should the weather conditions in the opinion of the Engineer be such that the work could not be properly and safely be performed, then the Engineer may suspend the work until such time as weather conditions shall permit proper construction. In case of stoppage of work, the CONTRACTOR shall, at his own expense, store and be responsible for material, street restoration, and protection of the work and be responsible for all accidents as though the work was in progress. Should the work be delayed or suspended with the approval of the Engineer, the time of delay or suspension may be added to the time set for completion of the work.

### **WAIVERS OF LIEN REQUIRED**

It is expressly understood that the Engineer reserves the right to direct that no payment be made to the CONTRACTOR should 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 Engineer is satisfied that full and proper payment has been made. The CONTRACTOR shall secure and file with the Owner progress and final waivers of lien for all materials incorporated into and labor and equipment employed on the work before payment requests are processed.

### **PARTIAL AND FINAL ACCEPTANCE OF THE WORK**

Work on this Contract is not subject to partial inspection and acceptance. The entire work shall be made in a neat and workmanlike manner and all requirements shall be complied with in detail. The mere fact that some particular part or portion of the work may have been previously inspected, cleaned, and set in order will not excuse the CONTRACTOR from again cleaning any and all

portions so that the entire system of work shall be in proper condition and subject to final inspection by the Engineer and complying with the use intended at the time of acceptance by the Owner. The date of final acceptance of work on this Contract is the date that the CONTRACTOR is issued final payment by the Owner.

### **PAYMENT FOR COMPLETED WORK**

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 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 payment 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. The Owner will retain ten percent (10%) of the progress payments for work completed and approved to date and the final contract amount until all work is given final approval by the Engineer and all other requirements of the Contract have been completed to the satisfaction of the Owner.

### **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 Engineer prior to starting work.

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

#### **EXISTING UTILITIES:**

- A. The location of utilities shown on the Drawings are approximate only. OWNER and ENGINEER disclaim responsibility for the accuracy or completeness of any such information or data.
- B. 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 Price of the improvements specified.
- C. 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, sidewalks, 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.

The CONTRACTOR shall clean and maintain all roadways adjoining the project site free from all construction debris, dirt and/or mud at all times. The CONTRACTOR is also responsible for the immediate removal of dirt and/or mud and or debris from adjacent highways caused by construction traffic entering or leaving the project site. This work shall be considered incidental to the improvement.

The CONTRACTOR shall restore all parkways and driveways that are disturbed by the construction. All parkways and driveways shall be restored to the same or better condition as existed prior to construction.

All trees shall be protected from damage by all contractors. The CONTRACTOR shall be responsible for any negligence or willful damage to these trees and/or their root system. The CONTRACTOR shall not remove any trees unless requested to do so in writing by the Engineer, or if they are marked on the plans for removal.

**TRAFFIC CONTROL**

If deemed necessary by the Engineer, the construction area within Village right-of-way may be closed to traffic for periods not exceeding the normal work day. The CONTRACTOR shall open the road to local traffic at the end of each day of operation. Proper signage and advance warnings shall be erected during any roadway closure and shall be included in the Traffic Control and Protection Lump Sum item.

It will be the CONTRACTOR'S responsibility to notify residents when access to their driveways will be temporarily closed. Every effort shall be made to accommodate access to these properties. Driveways shall not be closed overnight.

**NOTICE OF STARTING WORK**

The CONTRACTOR shall notify the Engineer forty-eight (48) hours before beginning any work on this Contract, or of his intentions so to do, and in case of temporary suspension of the work, shall give a similar notice for resuming same.

**WARRANTY PERIOD**

The CONTRACTOR shall warrant all work in accordance with the special provisions.

### **Special Provisions**

The following Special Provisions **supplement** the "Standard Specifications for the Road and Bridge Construction" (SSRB), adopted April 1, 2016. These special provisions included herein apply to and govern the proposed improvement designated under Project # 8380 and in case of conflict with any part or parts of said specifications, said special provisions shall take precedent and shall govern.

### **INDEX OF INCLUDED SPECIAL PROVISIONS**

The following Index is provided for the Bidder's convenience only. Bidders are to thoroughly read each Special Provision and familiarize themselves with their content.

SP. #	Description
1.	Bid Award
2.	Herbicide Treatment
3.	Strip and Haul Existing Sod
4.	Plant Furnishing
5.	Transporting and Storing Plants
6.	Plant Installation
7.	Watering during Installation
8.	Mulching
9.	Equipment Storage
10.	Period of Establishment
11.	Final Enhancements
12.	Material Warranty
13.	Supplemental Watering (Mobilization)
14.	Plant Maintenance
15.	Additional Quantities – Attachment A

**1. BID AWARD**

The Village of Gurnee will award a bid based on the alternate chosen in the documentation item list included in the proposal. The scope of work will entirely encompass only that which is included in the alternate selected.

In Alternate #1, the CONTRACTOR is responsible for herbicide treatment on the planting area, stripping and hauling of existing sod, and the furnishing and installation of shrubs and perennials according to the pay items, with warranty.

In Alternate #2, the CONTRACTOR is responsible for herbicide treatment, stripping and hauling of existing sod, and the furnishing and installation of shrubs and perennials according to the pay items, with warranty. The perennial, 'Walkers Low Catmint' has been replaced in Phase II by 'Lesser Calamint.'

In Alternate #3, the CONTRACTOR is responsible for the herbicide treatment, stripping and hauling of existing sod, the furnishing of shrubs with perennials which will be provided by the Village of Gurnee, and installation. No warranty will be provided by the CONTRACTOR for the perennials.

**2. HERBICIDE TREATMENT**

The CONTRACTOR is responsible for preparing the soil beneath the initial sod removal so that it is in a proper state for perennial planting. This process will include preparing beds by spraying an herbicide, in accordance with the manufacturer's standard of application, to kill the existing lawn. The herbicide should be applied at least 2 weeks prior to installation to allow it time to set in and fully kill the root bed. Herbicide treatments will be paid for according to the contract at the unit price/sq. yard.

**3. STRIP AND HAUL EXISTING SOD**

It is the CONTRACTOR's responsibility to remove the existing lawn according to the design plans up to 6" below finished grade. The CONTRACTOR will be responsible for the removal of the sod from the site. Sod removal will be paid for according to the contract at the unit price/sq. yard.

**4. PLANT FURNISHING**

The CONTRACTOR's responsibility to furnish plants will fall in accordance with the alternate accepted by the Village of Gurnee. Plant furnishing will be paid for according to the contract unit price.

**5. TRANSPORTING AND STORING PLANTS**

The Engineer will inspect the plants at the work site at the beginning of each planting day and reject any material that is not properly packaged (including clear labeling by species) or that is not in a firm, moist, or viable condition. Any plants remaining at the end of the day shall be removed from the work site and properly stored by the CONTRACTOR. Before planting, sufficient water shall be added to the potted plants to ensure that the soil around the roots is not dry and crumbly when the plants are removed from the pots.

**6. PLANT INSTALLATION**

The CONTRACTOR will be responsible for the installation of the plant material according to the plan. The Engineer will have the right to inspect the installed beds at any time in order to determine if the CONTRACTOR is abiding by the plans. The spacing of the plants shall be shown on the plans, or as directed by the Engineer, to uniformly fill the planting beds.

**7. WATERING DURING INSTALLATION**

The CONTRACTOR will be responsible for transporting water onto the job site during the installation process and establishment period. The CONTRACTOR will be able to fill their watering tank at the Village of Gurnee Public Works facility. The water acquired at the Public Works facility for this job will not be charged to the CONTRACTOR.

**8. MULCHING**

Within 24 hours, the plants shall be mulched with 2 in. of fine grade mulch meeting the approval of the Engineer. Care shall be taken to place the mulch in a way that does not smother the plants. Entire planting beds shall be mulched.

**9. EQUIPMENT STORAGE**

The location of equipment storage will be at the discretion of the CONTRACTOR. If they desire to leave the equipment on the job site, permission from the property owner's will need to be acquired. Authorities will be notified of the location and existence of equipment due to the public nature of the project location.

**10. PERIOD OF ESTABLISHMENT**

Perennials plants must undergo a 30 day period of establishment. Additional waterings shall be performed as needed. At the end of the period of establishment,

the CONTRACTOR will be required to replace any unacceptable plants and shall thoroughly weed all the beds.

**11. FINAL ENHANCEMENTS**

The CONTRACTOR will be responsible for cleaning up the project area once installation is complete. The area of private property impacted by the installation process must be left in equal or better shape than it was before the process began.

**12. MATERIAL WARRANTY**

The CONTRACTOR will be responsible for providing a 1 year warranty on materials in accordance to the alternate agreed upon during bid acceptance between the CONTRACTOR and the Village.

**13. SUPPLEMENTAL WATERING (MOBILIZATION)**

After the 30 day period of establishment, the Engineer may order additional watering when deemed necessary. The supplemental watering requires a minimum of 2,320 gallons of water according to the standard practice of 2 gal/sq. yard. Watering of plants in beds shall be applied in such a manner that all plant holes are uniformly saturated without allowing the water to flow beyond the periphery of the bed. The supplemental watering will be paid for per each mobilization to the job site. The CONTRACTOR will be expected to complete the supplemental watering within 48 hours of the request made by the Engineer.

**14. PLANT MAINTENANCE**

After the 30 day period of establishment, the CONTRACTOR will be responsible for ongoing maintenance of the planting beds. Plant maintenance will be paid for in a unit price per calendar month. Expected calendar months include October, November, March and April according to an August project start date and abiding by an April 30<sup>th</sup>, 2019 completion of work. Maintenance procedures will include weeding and fertilization efforts as deemed necessary by the CONTRACTOR or Engineer, in order to keep the planting beds in good condition.

**15. ADDITIONAL QUANTITIES – ATTACHMENT A**

Additional quantities have been included in the pay items list which do not appear on the Phase II plans. These plant quantities will be for unsuccessful areas from Phase I of the landscaping project. The scope of additional work is within the geographic limits of Phase II plans on Route 132. Plans attached.

# VILLAGE OF GURNEE

## PROPOSAL

Municipality: VILLAGE OF GURNEE

Road District WARREN

County LAKE

Project No. 8380

1. Proposal of: \_\_\_\_\_ for the improvement of said section by the construction of the **East Grand Avenue Landscape Improvements Phase II**, which includes; 1,200 sq. yards of sod removal, soil treatments, perennial and shrub furnishing and installation, and maintenance.
2. The plans for the proposed work are those prepared by the Village of Gurnee, Engineering Division, at 325 O'Plaine Road, Gurnee, Illinois 60031.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions contained in this proposal.
5. The undersigned agrees to complete the work by April 30<sup>th</sup>, 2019 unless additional time is granted in accordance with the specifications.
6. If this proposal is accepted and the undersigned fails to execute a contract and contract bonds as required, it is hereby agreed that the check shall be forfeited to the awarding authority.
7. Each pay item should have a unit price and a total price.
8. The unit price shall govern if no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity.
9. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
  
11. 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.
  
12. The undersigned submits herewith this schedule of prices covering the work to be performed under this contact:



**SCHEDULE OF PRICES**  
**Alternate #1 with warranty**

County Lake  
 Local Public Agency Gurnee  
 Project Gurnee # 8380  
 Route 132

**Schedule for Single Bid**

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

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Dwarf Bush Honeysuckle	24"	103		
2	Birchleaf Spirea	24"	178		
3	Overdamn Feather Reed Grass	1 gal	225		
4	Autumn Moor Grass	1 gal	527		
5	Pardon Me Daylily	1 gal	443		
6	Walkers Low Catmint	1 gal	795		
7	Strip and Haul Existing Sod	sq.y.	1160		
8	Furnish and Install Bed Amendment	sq.y.	1160		
9	Furnish and Install Hardwood Mulch	sq.y.	1160		
10	Supplemental Watering (Mobilization)	EACH	10		
11	Plant Maintenance / Calendar Month	Month	4		
12	Herbicide Treatment	sq. y	1160		
<b>BIDDER'S PROPOSAL FOR ENTIRE IMPROVEMENTS:</b>					



**SCHEDULE OF PRICES  
ALTERNATE #2 substitute Lesser  
Calamint with warranty**

County Lake  
Local Public Agency Gurnee  
Project Gurnee # 8380  
Route 132

**Schedule for Single Bid**

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

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Dwarf Bush Honeysuckle	24"	103		
2	Birchleaf Spirea	24"	178		
3	Overdamn Feather Reed Grass	1 gal	225		
4	Autumn Moor Grass	1 gal	527		
5	Pardon Me Daylily	1 gal	443		
6	Lesser Calamint	1 gal	703		
7	Walkers Low Catmint	1 gal	92		
8	Strip and Haul Existing Sod	sq.y.	1160		
9	Furnish and Install Bed Amendment	sq.y.	1160		
10	Furnish and Install Hardwood Mulch	sq.y.	1160		
11	Supplemental Watering (Mobilization)	EACH	10		
12	Plant Maintenance / Calendar Month	Month	4		
13	Herbicide Treatment	sq.y.	1160		

**BIDDER'S PROPOSAL FOR ENTIRE IMPROVEMENTS:**



**SCHEDULE OF PRICES  
ALTERNATE #3 with perennials  
supplied by Village**

County Lake  
 Local Public Agency Gurnee  
 Project Gurnee # 8380  
 Route 132

**Schedule for Single Bid**

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

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Dwarf Bush Honeysuckle	24"	103		
2	Birchleaf Spirea	24"	178		
3	Strip and Haul Existing Sod	sq.y.	1160		
4	Furnish and Install Bed Amendment	sq.y.	1160		
5	Furnish and Install Hardwood Mulch	sq.y.	1160		
6	Supplemental Watering (Mobilization)	EACH	10		
7	Plant Maintenance / Calendar Month	Month	4		
8	Herbicide Treatment	sq.y.	1160		
<b>BIDDER'S PROPOSAL FOR ENTIRE IMPROVEMENTS:</b>					

---

**(Is 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: \_\_\_\_\_

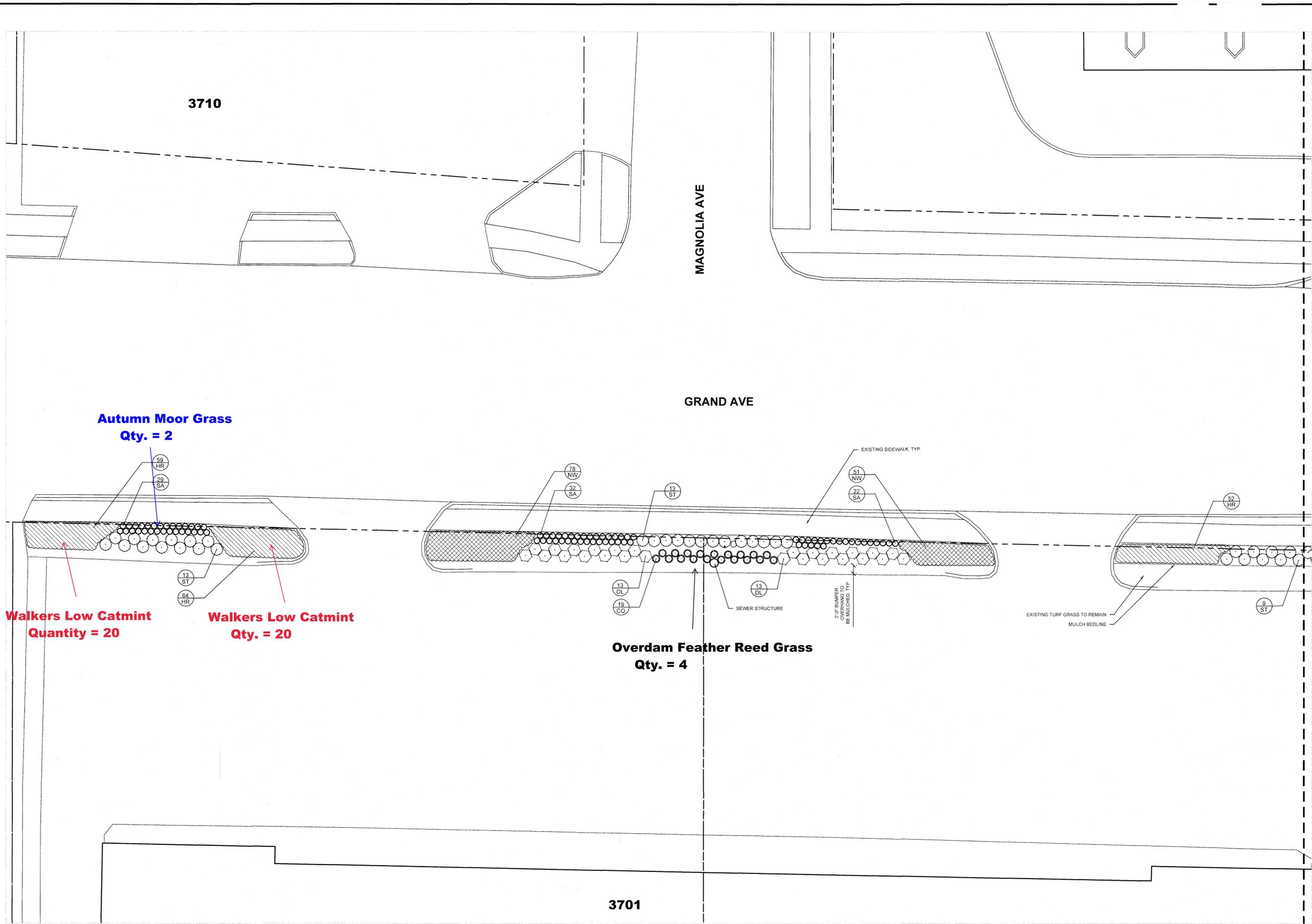
Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Attest: \_\_\_\_\_

Secretary

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**Autumn Moor Grass**  
Qty. = 2

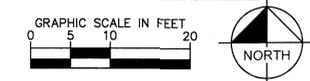
**Walkers Low Catmint**  
Quantity = 20

**Walkers Low Catmint**  
Qty. = 20

**Overdam Feather Reed Grass**  
Qty. = 4

MATCHLINE - SEE SHEET L1.2

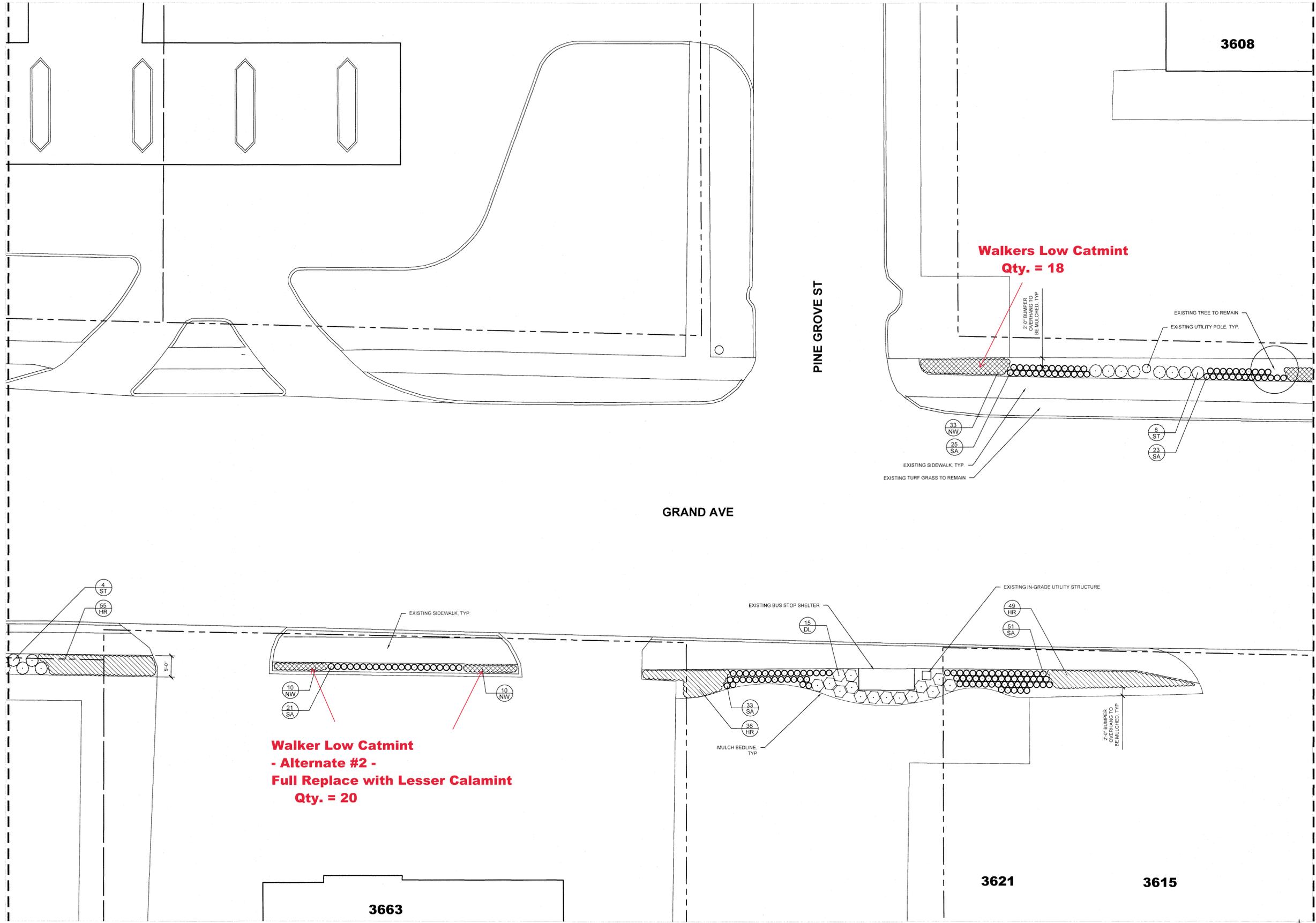
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	<b>LANDSCAPE PLAN</b>			
ORIGINAL ISSUE: 06/08/2017 KHA PROJECT NO. 168588000 SHEET NUMBER <b>L1.1</b>	REVISIONS No. DATE BY			



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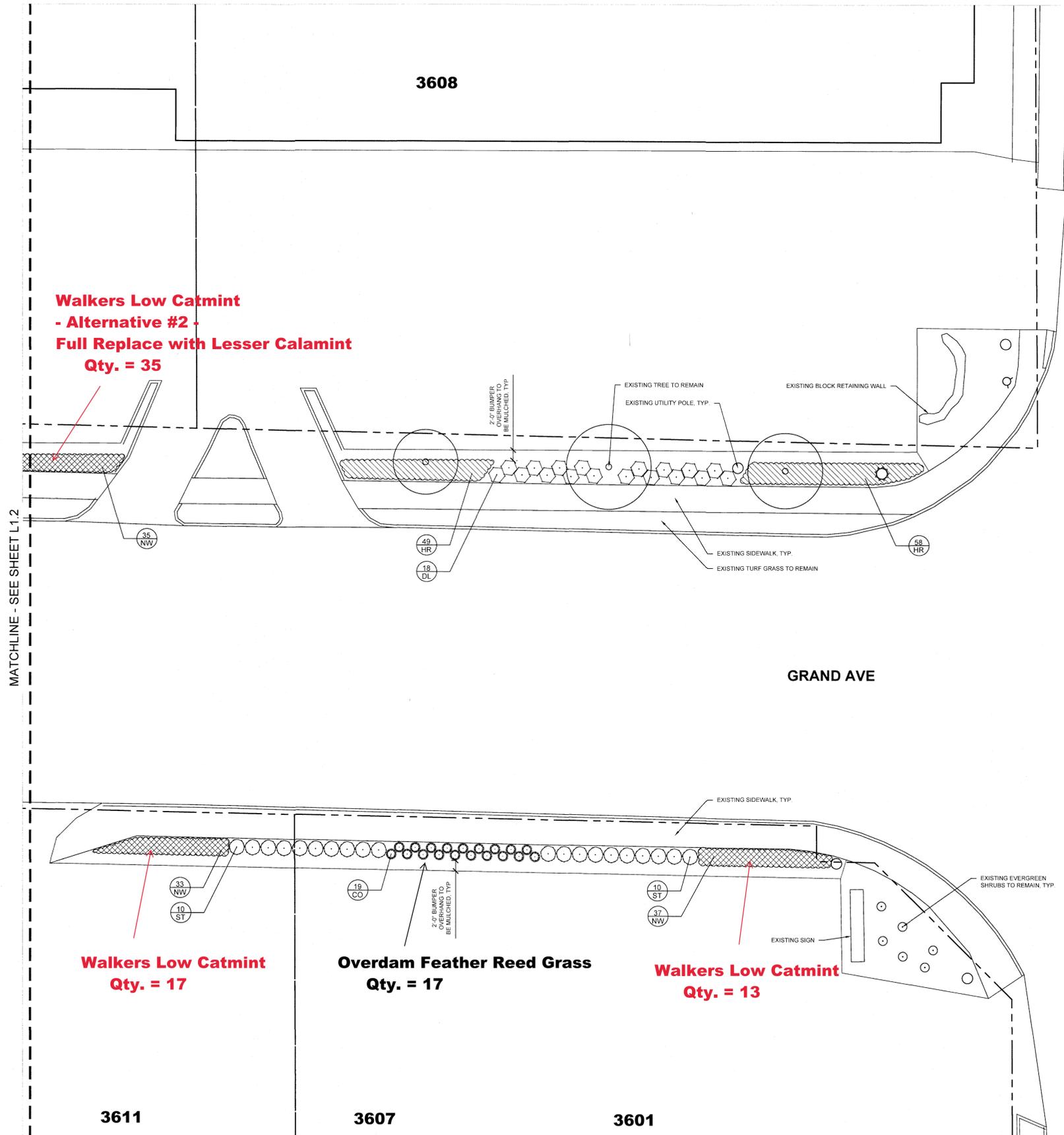
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MATCHLINE - SEE SHEET L1.3

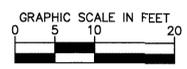
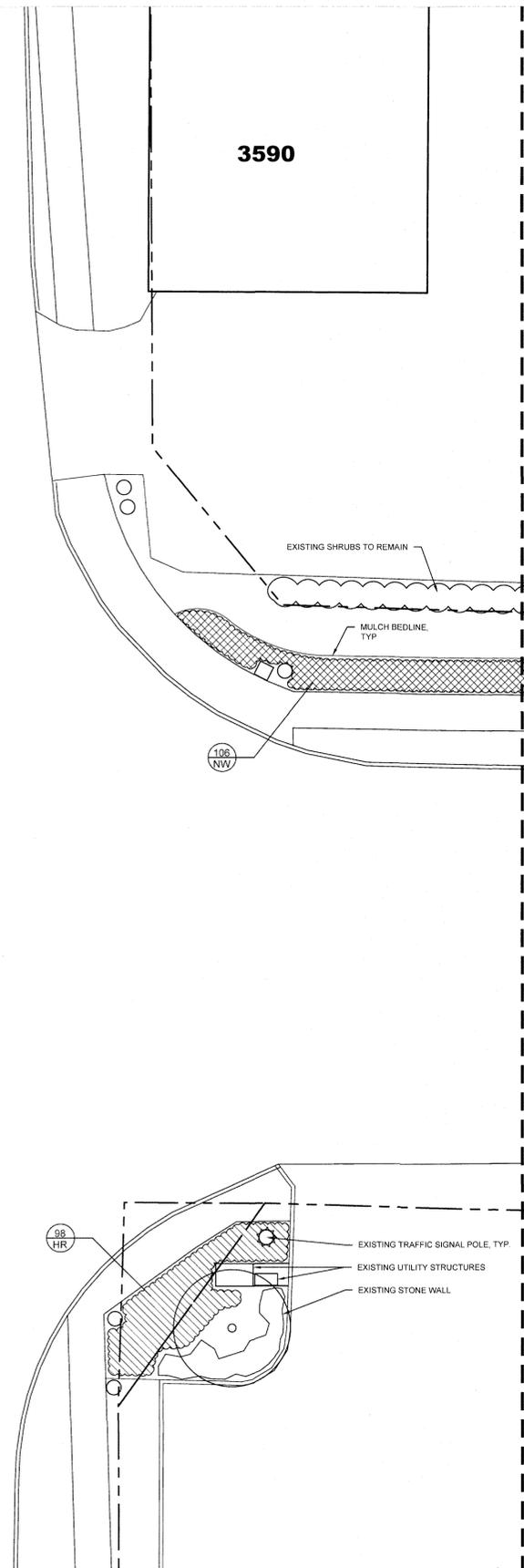


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<b>LANDSCAPE PLAN</b>		
<b>GRAND AVENUE LANDSCAPE IMPROVEMENTS</b> <small>GURNEE, IL</small>		
ORIGINAL ISSUE: 06/08/2017 KHA PROJECT NO. 16858000		SHEET NUMBER <b>L1.2</b>

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BELL PLAIN AVENUE

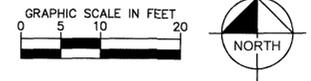
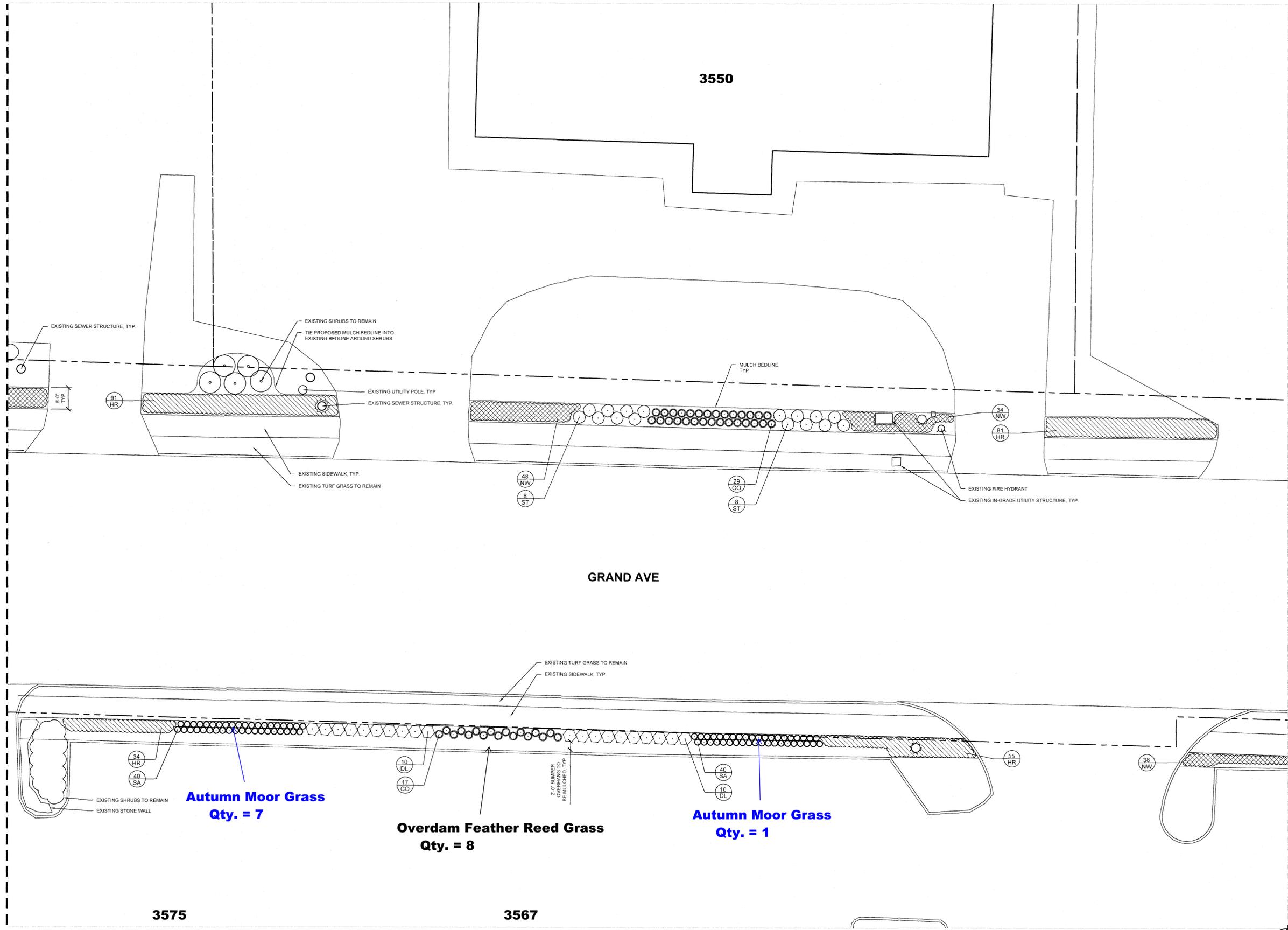


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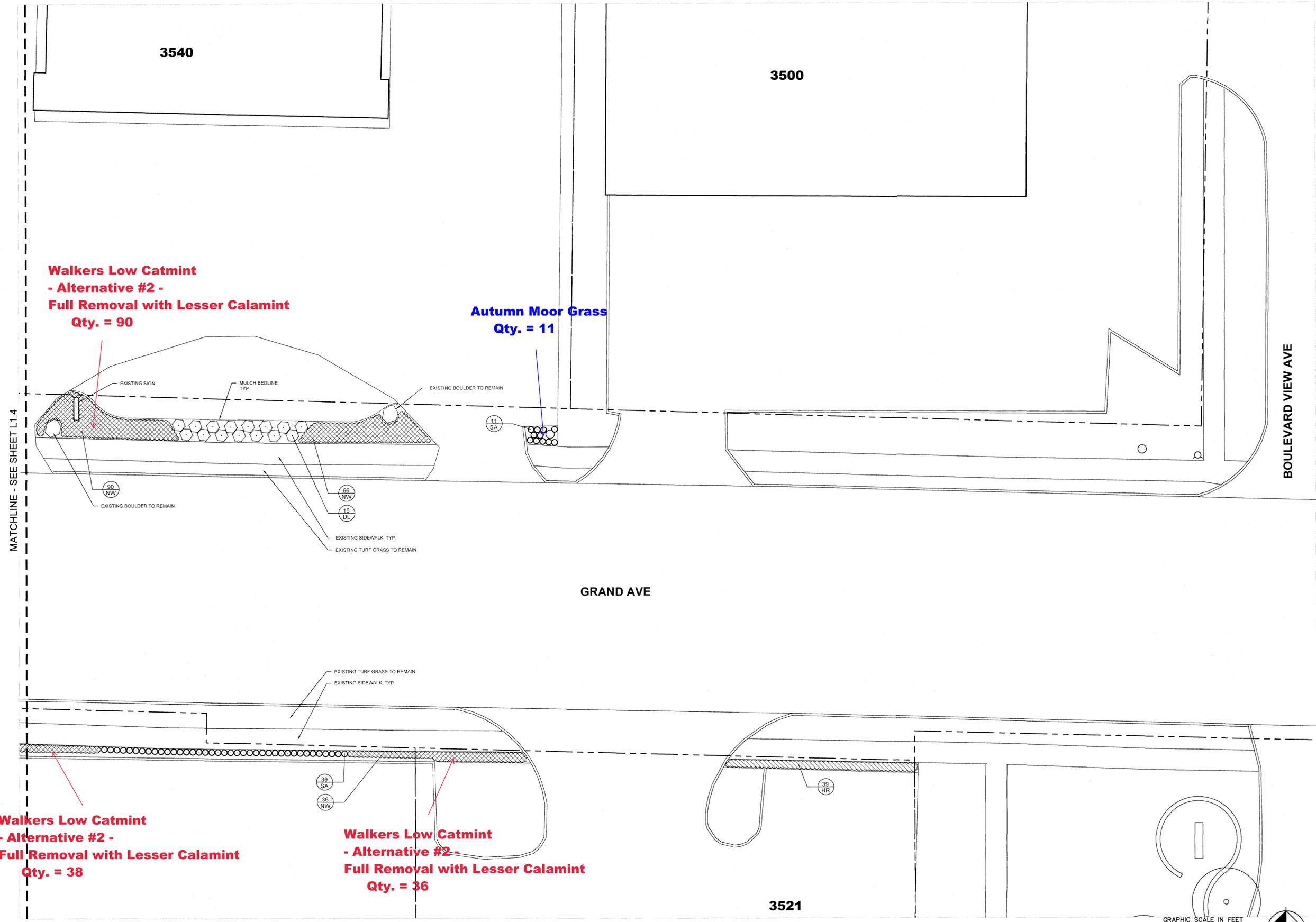
MATCHLINE - SEE SHEET L1.3

MATCHLINE - SEE SHEET L1.5



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