

## BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

Project Name:	Historic Sidewalk Repairs
Project Number:	<u>16-19</u>
Location:	VILLAGE OF OAK PARK, ILLINOIS
	Submitted to the President and Board of Trustees
	By: Contractor's Name
	Address
	City



#### Notice to Bidders

#### Time and Place of Opening of Bids

Sealed proposals for the improvement described below will be received at the Office of the Village Engineer, Monday through Friday, 8:30 A.M. to 4:00 P.M. at 201 South Boulevard, Oak Park, Illinois 60302 until 10:00 A.M. Thursday September 29, 2016 at which time the proposals shall be publicly opened and read.

#### **Description of Work**

Name: Historic Sidewalk Repairs

In general, the improvements consist of the removal and resetting, relocating, and/or replacing sandstone and slate sidewalks in various locations throughout the Village and includes PCC sidewalk, removal of PCC sidewalks, parkway restoration and traffic control; and all appurtenant work thereto.

#### **Bidders Instructions**

- 1. Plans and proposal forms will be available in the Office of the Village Engineer, 201 South Boulevard, Oak Park, Illinois 60302. No plans will be issued to prospective bidders after 4 P.M. on the working day preceding the opening of bids. Proposals will not be accepted by the Village of Oak Park from Contractors who have failed to provide payment, if required, for obtaining proposal forms and have also failed to register with the Engineering Division of the Public Works Department as plan holders for this project.
- 2. At the bid opening, all proposals <u>must</u> be accompanied by a proposal guaranty in the amount of 5% of the bid amount. The proposal guaranty shall be in the form of a bid bond executed by a corporate surety company or a bank cashier's check.
- 3. If this proposal is accepted and the undersigned fails to execute an agreement and contract bond within ten (10) days after the Notice of Award, it is hereby agreed that the bid bond or check shall be forfeited to the Village.

- 4. The awarding authority reserves the right to waive technicalities and to reject any or all proposals as provided in Article 102.01 of the 2016 "Standard Specifications for Road and Bridge Construction," prepared by the Illinois Department of Transportation.
- 5. The work to be performed pursuant to this Proposal is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq.
- 6. Bidders need not return the entire proposal when bids are submitted. Portions of the proposal that must be returned include the following:
  - a. Proposal Cover
  - b. Notice to Bidders
  - c. Contract Proposal (I)
  - d. Contract Schedule of Prices Form (II) (if required)
  - e. Proposal Bid Bond (III) (if required)
  - f. Contractor's Certification (IV)
  - g. Tax Compliance Affidavit (V)
  - h. Fair Employment Practices Affidavit of Compliance (VI)
  - i. Village of Oak Park EEO Report (VII)
  - j. Participation Statement
  - SCHEDULE C: Village of Oak Park Letter of Intent From MBE/WBE to Perform as a Subcontractor, Supplier, and/or Consultant
  - SCHEDULE D: Village of Oak Park M.WBE Participation

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

	By Order of	
RETURN WITH BID	Bill McKenna, Village Engineer	



# **Proposal**

## **RETURN WITH BID**

Pro	posal of
for	the Historic Sidewalk Repairs as noted herein and the performance of all appurtenant work thereto.
1.	The plans for the proposed work are those prepared by the Engineering Division of the Village of Oak
	Park, 201 South Boulevard, Oak Park, Illinois on September 16, 2016.
2.	The specifications referred to herein are those prepared by the Department of Transportation and
	designated as 2016 "Standard Specifications for Road and Bridge Construction" and the
	"Supplemental Specifications" there to, the "Standard Specifications for Water and Sewer
	Construction in Illinois", and the "Manual for Uniform Traffic Control Devices", adopted and in effect
	on the date of invitation of bids.
3.	The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated
	on the "Check Sheet for Supplemental Specifications and Recurring Special Provisions" contained in
	this proposal.
4.	The undersigned agrees to substantially complete all work by <b>November 4, 2016</b> unless additional
	time is granted in accordance with the specifications.
5.	Accompanying this proposal is either a bid bond on the Village Bond form or a proposal guaranty
	check, complying with the specifications, made payable to the Village of Oak Park. The amount of the
	check is(\$).
6.	If this proposal is accepted and the undersigned fails to execute a contract and contract bond as
	required, it is hereby agreed that the Bid Bond or 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 results of
	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. This Contract is subject to "An act regulating wages of laborers, mechanics, and other workers employed in any public works by the State, County, City or any other public body or any political subdivision or by anyone under contract for public works". (see Special Provision for details).

Special Note: The Prevailing Wage Act / Federal Requirements require maintaining and submitting Certified Payroll records <u>monthly</u> for all entities working on this project.

13. Proposal Guaranty Check:

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties that would be required for each individual proposal.

If the proposal guaranty check is placed in another proposal; state below where it can be found.

The proposal guaranty check will be found in the proposal for: Village of Oak Park

#### **Project 16-19 Historic Sidewalk Repairs**

14. The undersigned submits herewith this schedule of prices covering the work to be performed under this contract:

### **SCHEDULE OF PRICES**

(For complete information covering these items, see IDOT specifications and Special Provisions.)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Remove and Reset Historic Sidewalk		35		
2 Remove and Salvage Historic Sidewalk		EA	5		
3	Remove and Relocate Historic Sidewalk	EA	5		
4	4 PCC Sidewalk, 5"		270		
5	5 PCC Sidewalk Removal		270		
6	Sub-base Granular Material, 2"	TON	5		
7	Protective Coat, single application	SY	30		
8	Traffic Control and Protection	LS	1		
		Biddeı	rs Total Prop	osal for Project	

Receipt of Addenda			
Addendum Number	Date Recieved		



# III

# **RETURN WITH BID**

# Village of Oak Park, IL Proposal Bid Bond

WE		
as PRINCIPAL, and _		
are held and firmly bound unto the Village of Oak Park, IL (the total bid price, or for the amount specified in Article 102 Construction" in effect on the date of invitation for bids. We successors, and assigns, jointly to pay to the VOP this sum	as S hereafter referred to as "VOP") in the .09 of the "Standard Specifications fo bind ourselves, our heirs, executors,	penal sum of 5% of or Road and Bridge administrators,
WHEREAS THE CONDITION OF THE FOREGOING OBLI a written proposal to the VOP acting through its awarding a above section.		
THERFORE if the proposal is accepted and a contract awa designated section and the PRINCIPAL shall within fifteen surety guaranteeing the faithful performance of the work, as provided in the "Standard Specifications for Road and B Specifications, then this obligation shall become void; other	(15) days after award enter into a forr nd furnish evidence of the required in ridge Construction" and applicable Su	mal contract, furnish surance coverage, all upplemental
IN THE EVENT the VOP determines the PRINCIPAL has far requirements set forth in the preceding paragraph, then the immediately be entitled to recover the full penal sum set ou any other expense of recovery.	VOP acting through its awarding aut	hority shall
IN TESTIMONY WHEREOF, the said PRINCIPAL and the their respective officers this		ument to be signed by
day of	A.D. 20	
PRINC	CIPAL	
(Company Name)	(Company Name)	
By:		
By:		
(Signature & Title) (If PRINCIPAL is a joint venture of two or more contractors, the contractors of two or more contractors, the contractors of two or more contractors of two or more contractors.)	(Signature & Title)	of each contractor must
	ilpariy fiames, and admonzed signatures	or each contractor must
be affixed.)		
SUR	ETY	
(Name of Surety)	(Signature of Attorney-in-Fact)	
STATE OF ILLINOIS,	, , ,	
COUNTY OF		
at a	, a Notary Public in and for said coun	ity, do hereby certify
that (Insert names of individuals signing on behalf of	PRINCIPAL & SURETY.)	
who are each personally known to me to be the same persons who PRINCIPAL and SURETY, appeared before me this day in person said instrument as their free and voluntary act for the uses and pur	ose names are subscribed to the foregoing and acknowledged respectively, that they	
Given under my hand and notary seal thisNOTICE	day of	A.D. 20
<ol> <li>Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid</li> </ol>	My commission expires	·
being declared irregular.  2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with bid.	Notary F	Public



#### IV

#### **CONTRACTOR CERTIFICATIONS**

- A. The undersigned hereby certifies that said vendor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Bidding Requirements".
- B. The individual or entity making the foregoing proposal of bid certifies that he/she is not barred from contracting with the Village of Oak Park because of any delinquency in the payment of any tax administrated by the Department of Revenue unless the individual or entity is contesting, in accordance with procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the contract and allows the Municipality to recover all amounts paid to the individual or entity under the Contract in Civil action.
- C. 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 and the Village of Oak Park, 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.
- D. The undersigned firm certifies that it is in compliance with House Bill 3337 which creates a Drug Free Workplace Act for Illinois with an effective date of January 1, 1992.

# Organization Name

(Sea	al - If Corporation)
	By:
	By:Authorized Signature
	Address
	Telephone
Subs	scribed and sworn to before me this day of, 2016.
	Notary Public
In th	e State of
МуС	Commission Expires:
	(Complete Applicable Paragraph Below)
(a)	Corporation The Vendor is a corporation, which operates under the legal name of
	and is organized and existing
	under the laws of the State of
	The full names of its Officers are:
	President
	Secretary
	Treasurer

The corporation does have a corporate seal. (In the event that their proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

	The partn	ership does b	ousiness unde	er the legal name of			
				, which name	is registered with		
				in the	county of		
)	Sole Prop	Sole Proprietor The Vendor is a Sole Proprietor whose full name is					
				If the Vendo	or is operating under		
	a trade na	ame, said trad	de name is _		,		
	which nar	ne is register	ed with the of	fice of			
	in the cou	nty of		<u>.</u>			
	Signed:			Sole Proprietor			
leas	e provide tl	he Name, So	fficer Information of the Inform	Number, Drivers License	Number and State		
ame	)	Title	SS#	Drivers License	State		

# IV

# **CONTRACTOR'S CERTIFICATION**

	, as part of its proposal on a contract for
(name of contractor)	
	to the Village of Oak Park, hereby
(general description of item(s) proposal on)	
certifies that said contractor is not barred from	om proposing on the aforementioned
contract as a result of a violation to either S	ection 33E-3 or 33E-4 of Article 33E of
Chapter 38 of the Illinois Revised Statutes of	or Section 2-6-12 of the Oak Park Village
Code relating to "Proposing Requirements".	
<b>D</b>	
By:	(Authorized Agent of Contractor)
	(
Subscribed and sworn to	
before me this day of	
, 2016.	
Notary Public	

# IV

# **CONTRACTOR'S CERTIFICATION (cont.)**

	, as part of its proposal on a contract for
(name of contractor)	
(general description of item(s) pro	to the Village of Oak Park, hereby oposal on)
certifies that said contractor is in compli	ance with House Bill 3337 which creates a Drug
Free Workplace Act for Illinois with an e	effective date of January 1, 1992.
Ву:	(Authorized Agent of Contractor)
Subscribed and sworn to	
before me this day of	
, 2016.	
Notary Public	

## **TAX COMPLIANCE AFFIDAVIT**

	, being fir	st duly sworn, deposes an	d
says: that he/she is		of	f
-	(partner, officer, owner	er, etc.)	
(contractor)	·		
The individual or entity macertifies that he/she is not Oak Park because of any administered by the Depa entity is contesting, in acceptate appropriate revenue a tax. The individual or entity understands that making a taxes is a Class A Misdem and allows the municipality or entity under the contract	barred from contractindelinquency in the payortment of Revenue unleaded and the process of the tax of tax of the tax of	ig with the Village of vment of any tax ess the individual or edures established by r the amount of the lor proposal rding delinquency in , voids the contract	
	Name of Partner if th	if the Contractor is an Indiv ne Contractor is a Partners e Contractor is a Corporati	hip)
The above statement mus	st be subscribed and sv	worn to before a notary pub	olic.
Subscribed and sworn to this	day of	, 2016.	
Notary Public			



#### **Minority Business and Women Business Enterprises Requirements:**

The Village of Oak Park in an effort to reaffirm its policy of non-discrimination, encourages and applauds the efforts of contractors and subcontractors in taking affirmative action and providing Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

#### **Reporting Requirements:**

The following forms must be completed in their entirety, notarized and included as part of the bid proposal document. Failure to respond truthfully to any question on this list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your bid.

- VI. Fair Employment Practices Affidavit of Compliance
- VII. Village of Oak Park E.E.O. Report (2 Pages)

#### <u>Disadvantaged Business Participation Reporting</u>

In an effort to reaffirm its commitment to DBE participation the Village of Oak Park asks each general contractor bidding on Public Works Projects to report on their utilization of Minority and Women Business Enterprises. Please list the MBE/WBE companies working as sub-contractors and/or suppliers on the DBE participation statement included herewith. Feel free to make additional copies of this form if necessary and include with your bid.

# VI

## FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

NOTE: Their affidavit must be executed and submitted with the signed proposal form. No proposals can be accepted by the Board of Trustees of the Village of Oak Park unless said affidavit is submitted concurrently with the proposal.

	, .		
(name of person making	, being ; the Affidavit)	i first duly sworn, de	poses and says that
	of		_ and that he/she
(Title or Office)		(Name of Company	r)
has the authority to make th	e following affidavit	; that he/she has the	knowledge of the
Village of Oak Park Ordinan	ce relating to Fair E	Employment Practice	es and knows and
understands the contents th	ereof; that he/she c	ertifies hereby that _	
			(Name of
is an "E company)	Equal Opportunity E	mployer" as defined	by Section 2000
(E) of Chapter 21, Title 42 o	f the United States	Code Annotated and	d Federal
Executive Orders #11246 ar	nd #11375 which ar	e incorporated here	in by reference.
Subscribed and sworn to be	fore		
me this day of			
, 2016			
Notary Public			
	RETURN THIS PA	AGE WITH BID	

## VII

### VILLAGE OF OAK PARK E.E.O. REPORT

Please fill out the form completely. Failure to respond truthfully to any questions on their form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of proposal. An incomplete form will disqualify your proposal. For assistance in completing this form, contact Village Engineer Bill McKenna at (708) 358-5722.

1.	Vendor Name:
2.	Check here if your firm is:
	MBE
	WBE
	DBE
	Non-MBE/WBE
*Note	e if your firm is an M/WBE please fill out the attached affidavit (copies of all
certifi	ication letters must be included)
3.	What is the size of the firm's current stable work force?
	Number of full-time employees
	Number of part-time employees
4.	Similar information will be <u>requested of all subcontractors working on their</u> act. Forms will be furnished to the low responsible bidder or contractor with the

**RETURN THIS PAGE WITH BID** 

notice of contract award, and these forms must be completed and submitted to the

Village before the execution of the contract by the Village.

				VILI		ntinued) FOAK PA EPORT	RK					
Vendor Name				_								
Total Employees				_								
, ., .,				Ī		Males			F	emales		
Job Categories	Total Employees	Total Males	Total Females	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	- Total Minorities
Officials & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Semi-Skilled												
Laborers												
Service Workers												
TOTAL												
Management Trainees												
Apprentices												
This completed and notarized report must accompany your bid. It should be attached to your Affidavit of Compliance. Failure to include it with your bid will be disqualify you from consideration.  An EEO-1 Report may be submitted in lieu of this report.												
, being first duly sworn, deposes and says that he/she is the												
(Name of Person Making Affidavit)  ofand that the above EEO Report information is true and accurate and is submitted with the intent that it												
be relied upon. Subscribed and sworn to before me				e this _	(	day of				_, 20		
( Signat	ure )			_	( Dat	e )						

## **Participation Statement**

## (1) Instructions

Refer to: Minority and Women Business Enterprise Participation Program Vendor Handbook.

**Submit: Schedule C and Schedule D with Bid Documents**, see pages 23-26 of the Vendor Handbook).

### **SCHEDULE C:**

# VILLAGE OF OAK PARK LETTER OF INTENT FROM MBE /WBE TO PERFORM AS A SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

M/WBE Firm:	Contract #:			
Address:	_City/State/Zip:			
Contact Person: P	hone:	Fa	X:	
Certification Expiration Date:	Race	:/Gender:		
Will the M/WBE firm be subcontracting a [ ] No [ ] Yes – Please attach explanati Proposed Subcontractor:		nance of this	s contract to another	firm?
The undersigned M/WBE is prepared to the above named Project/Contract:	provide the follow	ving Commo	odities and or Service	es for
Indicate the <b>Total Dollar Amount</b> , the <b>P</b> odescribed Commodities/Services:	ercentage, and	the <b>Terms o</b>	of Payment for the a	bove-
(If more space is needed to fully describe payment schedule, attach additional sheet Prime Bidder/Proposer declares and affir are true and correct and no material facts	ets.) rms that the facts	and repres	·	
Signature (M/WBE)	Signature (F	Prime Bidde	r/Proposer)	
Print Name	Print Name			
Firm Name	Firm Name			
Date	Date			
Subscribed and sworn before me this	day of _			
		(SEAL)		
Signature of Notary Public				
My Commission expires on				
RETUR	N THIS PAGE W	/ITH BID		

### SCHEDULE D: VILLAGE OF OAK PARK M/WBE PARTICIPATION AFFIDAVIT

Contract #:		Contract Value: \$				
Contact Person:	Phone: _	Fa	x:			
Description of Commodit	ties/Services to be prov	ided by the Bidde	er/Proposer on this Contract:			
Any questions regarding	compliance with these	requirements sho	ould be directed to:			
Finance Department The Village of Oak Park, PHONE: 708.358.5460,	•	ak Park, Illinois 6	60302			
claiming by or through the bonding companies, or set to the best of my knowle	eation Plan with and at to bid/proposal; that the Masiveness and responsible cutors, and administrate bidder/proposer inclusive ties are bound by the dge, information and be	he time and place WBE Participatio lity; and are incorus or assigns and iding but not limite is agreement; an elief, the facts and	e of on Plan is an element of			
Signed	1	Name and Title (Pri	int)			
Firm Name (Print)		Firm Address (Print	t)			
Phone F	Fax	City/State/Zip				
· ·	ORN before me this _ e of Notary Public	day of <sub>.</sub>	, 20,			
(SEAL)						

**RETURN THIS PAGE WITH BID** 

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# SCHEDULE D: M/WBE PARTICIPATION AFFIDAVIT

M/WBE firms may participate in the performance of this contract, either DIRECTLY or INDIRECTLY, as:

Prime Bidders/Proposers; Joint Venture Partners; Subcontractors; and/or Suppliers.

Name of M/WBE Firm:		Race / Gender:
Address:		
City/State/Zip:		
Telephone No.:		Fax:
Contact Person:		
Dollar Amount: \$	%	Schedule C attached? [ ] Yes [ ] No
Description of Commodity/Serv	rice:	
N ( NAAA/DE E'		David Constant
Name of M/WBE Firm:		Race / Gender:
Address:		
City/State/Zip:		
Telephone No.:		Fax:
Contact Person:		
Dollar Amount: \$	%	Schedule C attached? [ ] Yes [ ] No
Description of Commodity/Serv	rice:	
None of MANDE Eines		Dage / Condon
Name of M/WBE Firm:		Race / Gender:
Address:		
City/State/Zip:		
Telephone No.:		Fax:
Contact Person:		
Dollar Amount: \$	%	Schedule C attached? [ ] Yes [ ] No
Description of Commodity/Serv	rice:	
Total MPE ¢		%
T. ( - I ) A / D C   A		% %
Grand Total MBE \$		
Grand Total WBE \$		

The undersigned affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each partner in the undertaking. Further, the undersigned covenants and agrees to provide to the Village of Oak Park current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each partner relevant to the joint venture by authorized representatives of the Village of Oak Park.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal and state laws concerning false statements.

Note: If after filing this Schedule B and before the completion of the joint venture's work on the project, there is any change in the information submitted, the joint venture must submit a revised version of this document to the Village of Oak Park either directly, or through the prime contractor if the joint venture is a subcontractor.

Name of MBE/WBE Partner Firm	Name of non-MBE/WBE Partner Firm
Signature of Affiant	Signature of Affiant
Name and Title of Affiant	Name and Title of Affiant
Date	Date
On this day of	, 20, the above signed
	es of affiants)
	ne are the persons described in the foregoing Affidavit, e same in the capacity therein stated and for the purpose set my hand and seal.
Signature of Notary Public	(OF AL)
Commission Expires:	(SEAL)
RETU	IRN THIS PAGE WITH BID



#### **Contract Bond**

NAME AND ADDRESS OF CONSTRACTOR	, as PRINCIPAL, and
NAME AND ADDRESS OF SURETY	as SURETY, is held
and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal st	um of CONTRACT
AMOUNT IN WORDS (\$ AMOUNT IN NUMBERS), well and truly to be paid to the Village, for t	he payment of which
its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under	the conditions of this
instrument.	

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

IN WITNESS WHEREOF, the PRINCIPAL a	nd the SURETY have caused this instrument to be signed by their respective
officers this day of	<b>,</b> 2016.
NAME OF PRINCIPAL	
Bv:	
By:Signature	
Bv:	
By: Printed Name	
Its:	
Title	
Subscribed to and Sworn before me on the	
day of	16.
Notary Public	
NAME OF SURETY	
By:	
By:Signature of Attorney-in-Fact	
Subscribed to and Sworn before me on the	
day of	16.
Notary Public	

## Contract

Madiso	NTRACT is entered into on by and between the Village of Oak Park, 1 St., Oak Park, IL 60302 acting by and through its President and Board of Trustees an daddress of contractor, its executors, administrators, successors or assigns (hereinaf r".)	d
2. The folloa. b. c.	ing documents set forth the terms of this Contract and are incorporated herein: The Village of Oak Park's Notice to Bidders, Special Provisions and Plans for Project 16-19, Historic Sidewalk Repairs; Contractor's Proposal dated; and The Contract Bond.	
	the terms of the Contractor's Proposal conflict with the terms set forth in the Village's Notice al Provisions and Plans, the Village's Notice to Bidders, Special Provisions and Plans shall control	
necessary t	ontractor shall at its own cost and expense perform all the work, furnish all materials and all lab omplete the work in accordance with the terms of this Contract and the requirements of the Direct or the Director's designee.	
similar char wages for le	ontractor agrees to pay not less than the general prevailing rate of hourly wages for work of the contractor agrees to pay not less than the general prevailing rate of hourly holiday and overtime work, to all laborers, workers and mechanics employed on this project a symply with the Illinois Prevailing Wage Act.	ırly
6. The behalf of the	ontractor affirms that the individual signing this Contract is authorized to execute this Contract ontractor.	on
IN V	NESS WHEREOF, the parties have executed this Contract on the date above mentioned.	
Attest:	Village of Oak Park	
Teresa Pov Village Cle (Seal)	By Cara Pavlicek Village Manager	
	Name Of Contractor	
	By: Signature	
	Printed Name	

Its: \_\_\_\_\_



#### **SPECIAL PROVISIONS**

General Requirements: The contract and work shall be carried out in conformance with the Ordinances of the Village of Oak Park, the attached Plans and Special Provisions, and the Illinois Department of Transportation "Standard Specifications for the Road and Bridge Constructions," Adopted April 1, 2016 (hereinafter referred to as the "Standard Specifications"), the "Supplemental Specifications and Recurring Special Provisions," adopted April 1, 2016 (as indicated on the check sheet included herein), the "Standard Specifications for Traffic Control Items", and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids. Plan notes shall take precedence over specifications. Special Provisions are supplemental to said specifications, and in case of conflict with any part or parts of said specifications, said special provisions shall take precedent and shall govern.

<u>Completion of Contract:</u> All work, as specified, shall be completed by November 4, 2016.

<u>Alterations, Omissions and Extra Work:</u> The Village reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work, as may be deemed necessary.

# Project 16-19

# **Historic Sidewalk Repairs**

**Special Provisions** 



#### INTRODUCTION AND GENERAL REQUIREMENTS

The contract and work shall be carried out in conformance with the Ordinances of the Village of Oak Park, the attached Plans and Special Provisions, the latest edition of the Standard Specifications for Water and Sewer Construction in Illinois (hereinafter referred to as the specifications and/or SSWSCI), the Illinois Department of Transportation Standard Specifications for the Road and Bridge Constructions adopted April 1, 2016 (hereinafter referred to as the standard specifications and/or SSRBC), the latest edition of the Supplemental Specifications and Recurring Special Provisions, the Standard Specifications for Traffic Control Items, and the latest edition of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways (hereinafter referred to as the MUTCD) in effect on the date of invitation for bids.

Plan notes shall take precedence over specifications. Special Provisions are supplemental to said specifications, and in case of conflict with any part or parts of said specifications, said Special Provisions shall take precedent and shall govern.

#### 1. Completion of Contract:

All work must be completed by November 4, 2016. The contractor shall pay close attention to this completion date. All work under this contract must be completed by this date.

The completion date pertains to the work items outlined in this contract. Any punchlist work that is required shall be completed within 30 days of the completion date of this project. Failure to complete any/all punchlist work will result in forfeiture of any retainer held in this contract.

As indicated in Article 108.02 of the Standard Specifications, the contractor shall provide the Engineer with a progress schedule prior to starting work, preferably at the time of the pre-construction meeting.

#### 2. Alterations, Omissions and Extra Work:

The Village of Oak Park reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

#### 3. Insurance Requirements:

The Contractor shall name the Village of Oak Park, its Officers, Agents, and Employees as additionally insured under the Contractor's general liability insurance policy in accordance with Article 107.27. Insurance coverage or the limits of liability specified in Article 107.27(d) Umbrella Liability shall be revised according to the limits specified.

(1) Each Occurrence Limit \$2,000,000.00
 (2) Aggregate Limit \$2,000,000.00

#### 4. Existing Materials:

During the progress of work involving this contract, certain existing structures, equipment and material shall be removed from service. All items deemed of value by the Engineer such as street furniture, brick pavers, lighting units, frames and covers, hydrants, roundways, valve boxes and other such salvageable material shall remain the property of the Village of Oak Park. The contractor shall collect and store said material on the job site for pick-up by the Village or as otherwise specified herein.

#### 5. Sprinkling Systems:

The contractor shall be careful not to damage sprinkling systems that may be located in parkways or lawns adjacent to the curbs and sidewalks, and any damage done to the sprinkling systems due to his negligence shall be repaired by the contractor at his expense to the satisfaction of the Engineer.

If adjustments to the sprinkling systems are needed due to pavement widening or change to the parkway grade, the Contractor shall retain a licensed irrigation contractor to make such adjustments. This work will be paid for separately as specified in this contract.

#### 6. Storage of Materials and Equipment:

At no time shall the contractor store material and equipment in areas other than specified by the Engineer. Any damage to sidewalks, curbs, trees, and parkways due to the negligence of the contractor shall be restored by the contractor at his own expense. No additional compensation shall be allowed the contractor for compliance with this requirement.

At no time the Contractor store material and equipment in parkway areas within tree "drip lines". The General Contractor is encouraged to protect these areas with construction fencing.

The contractor shall maintain during the entire construction period barricades and warning lights at all material storage areas and around parked construction equipment.

#### 7. Examination of Plans, Specifications, Special Provisions and Work:

The bidder shall comply with Sections 102 and 104 of the Standard Specifications relative to examination of the Plans, Specifications, Special Provisions and site(s) of work, and hereby is advised that due to the nature of the contract he/she should place special emphasis on inspection in detail of the site(s) of the proposed work and familiarization with all local conditions, traffic and otherwise, affecting the contract and the detailed requirements for construction.

#### 8. Existing Utilities:

The contractor shall call JULIE at telephone number: 1 (800) 892-0123 for location of underground utilities prior to beginning of construction so that buried services in the location of construction may be located and staked. Where adjustments of the utility frames are necessary, the contractor shall contact the respective utility company and make arrangements for their adjustments.

The contractor shall also notify the Water and Sewer Division of the Village of Oak Park as well as the Street Lighting Division prior to the start of construction at any location. Any damage by the contractor to street light cables and water services shall be repaired or replaced by the contractor at his own expense.

The contractor shall make his own investigation to determine the existence, nature and location of all utility lines and appurtenances within the limits of the improvement.

The contractor shall be held responsible for any damage to existing utility lines and appurtenances resulting from the operations of his equipment or men. No extra compensation will be allowed to the contractor for any expense incurred because of delays, inconvenience or interruption to his work resulting from compliance with the above requirements.

#### 9. Cleaning Existing Structures:

All existing drainage structures shall be inspected by the contractor, together with the Engineer prior to starting construction and a record kept of their condition. All debris which accumulates in these structures during the time the contract is in force shall be removed and disposed of by the contractor at his own expense.

All debris and foreign matter found in existing drainage structures before construction operations start shall remain in place unless ordered removed by the Engineer. If the contractor is required to remove and dispose of this material, he will be paid in accordance with the provision of Article 109.04 of the Standard Specifications.

#### 10. Field Office and Field Laboratory:

Engineer's field office and field laboratory will not be required for this improvement.

#### 11. Use of Pesticides in Landscaping Work:

The Contractor is hereby notified that in the event pesticides are to be used in any of the landscape operations of this project, he and/or his subcontractors shall comply with the requirements of Village Code, Chapter 20, Article 10. This code requires the applicator to be licensed in the Village, that the area treated shall be posted at time of application, and the time and location be logged by the applicator.

The work necessary to fulfill these requirements as well as any license fees shall be considered incidental to all landscape-related pay items.

#### 12. Staging:

The contractor shall stage his work in such a way as to cause the least amount of disruption to local traffic access. Specific pay items have been included in this project for the contractor to provide the necessary protection to the pavements so that safe and sufficient access to the area is not hampered.

#### 13. Maintenance of Roadways:

Beginning on the date that the contractor begins work on this project, he/she shall assume responsibility for the <u>normal</u> maintenance of all existing roadways within the limits of the improvement. This <u>normal</u> maintenance shall include all repair work deemed necessary by the Engineer. (E.g. pothole patching, street sweeping, refilling trenches over proposed installations, etc.)

Specific pay items have been included in this contract to assure that this maintenance work is performed to the satisfaction of the Village. We strongly urge the contractor to utilize these resources so as to reduce the inconvenience of the residents living in these construction areas.

#### 14. Concrete Breakers:

When removing pavement, curb and gutter, shoulder, and/or any other structures, the use of any type of concrete breakers which might damage underground public or private utilities will not be permitted. Under no circumstances will the use of a frost ball be permitted.

15. Fine Aggregate for Portland Cement Concrete and Class SI Concrete:

The gradation for fine aggregate for Portland Cement Concrete and Class SI Concrete shall conform to gradation FA 2 as called for under Article 1003.02(c) of the Standard Specifications.

#### 16. Provisions for Curing Test Samples:

The contractor will be required to provide storage space meeting the approval of the Engineer for the initial curing of quality control test specimens made on the project. The storage space shall be such that it will give full protection against direct sunlight, the elements, pilfering and damage. When requested by the Engineer, heat shall be provided by the contractor with a minimum temperature of 60 degrees Fahrenheit maintained for as long as required.

#### 17. Cooperation by Contractor and Weekly Progress Meetings:

Attention is hereby focused on Article 105.06 of the Standard Specifications with regards to the Contractor having on site at all times "A competent English Speaking Superintendent". This superintendent shall be able to be reached at all times including the days when only subcontractors are working on the site. All work instructions shall be channeled through the superintendent.

Weekly progress meetings will be conducted in the Engineer's office. These meetings will focus on the work slated for the upcoming week and highlight of work completed the prior week. If work is found to be progressing smoothly, these meetings may be scheduled every other week.

#### 18. Work Hours and Scheduling Layout of Lines and Grades:

The Village of Oak Park Code restricts construction to the hours of 7:00 A.M. and 6:00 P.M., 7 days a week. No equipment may be started on any part of the project prior to 7:00 A.M. Violations of this code are subject to Police enforcement and subsequent fines as outlined in the code.

The contractor shall notify the Resident Engineer a full 48 hours in advance of any layout and/or grade requests. Any requests for layout and grades that are made less than 48 hours in advance will require payment of premium time for the Resident Engineer and Engineering Technician. Such costs will be billed directly to the contractor at a rate of \$75.00 per hour per staff members.

#### 19. Working in the Area of Existing Parkway Trees:

No nails or tacks of any sort shall be used for installing temporary "No Parking" signs on any trees. The contractor shall notify the Village Forester of any potential conflicts between their equipment and parkway trees. The Village Forester will determine the course of action necessary to reduce such conflict. Any excavation which disturbs tree roots shall be brought to the attention of the Village Forester. In

the event roots need to be trimmed, hand tools (saw, axe) capable of making a clean, smooth cut shall be used to trim such roots. This work shall be considered incidental to the contract.

#### Street Closures and Parking Conflicts:

The Village of Oak Park requires notice of street closures. The Contractor must notify the Police Dept. and Fire Dept. of these closures.

When the Contractor will be working on a block that requires closure and/or changes to parking restrictions they must coordinate with the Parking Services Dept. to develop an alternate parking plan for permitted parkers and provide information and notice so residents/permitted parkers are aware of their alternatives.

#### 21. Pavement Markings:

Prior to applying thermoplastic pavement markings, the existing pavement markings shall be removed.

#### 22. Use of Fire Hydrants:

If the Contractor desires to use water from fire hydrants, meters and keys shall be obtained from Water and Sewer Department with a deposit. Upon return this equipment the Contractor will be billed for the water used at the current rate. This applies to all pay items which require using water, including but not limited to parkway restoration, watering plants, dust control, maintenance of roadways, trench jetting, asphalt cold milling operations, asphalt rolling operations, etc.

Fire hydrants shall be accessible at all times to the Fire Department. No materials or other obstructions shall be placed closer to a fire hydrant than 15 (fifteen) feet. Any arrangements of less than 15 feet must be approved by the Fire Department.

#### 23. Protection of Parkways

All areas in which machinery will be in contact with parkway grass shall be protected with plywood to minimize damage. The Contractor shall be responsible for restoring any and all damage to parkways from machinery.

#### 24. Maintaining Accessibility During Construction

Throughout construction, The Contractor shall be required to maintain ADA accessibility on one side of the street.

#### 25. Experience of Contractor

Before accepting the lowest apparent bidder, the Village has the right to request 3 examples of similar work and references.

#### PROTECTION OF EXISTING TREES

The Contractor shall be responsible for taking measures to minimize damage to the tree limbs, tree trunks, and tree roots at each work site. All such measures shall be included in the contract price for REMOVE AND RESET HISTORIC SIDEWALK, REMOVE AND SALVAGE HISTORIC SIDEWALK, REMOVE AND RELOCATE HISTORIC SIDEWALK, SIDEWALK REMOVEAL, or PCC SIDEWALK, 5".

#### **DESCRIPTION**

This work shall consist of sawcutting of the tree roots encountered under existing sidewalks.

Whenever roots are exposed during construction, damaged root ends shall be cleanly pruned to the edge of excavation using a sharp hand saw to eliminate any ragged edges. This work shall be included in the cost of REMOVE AND RESET HISTORIC SIDEWALK, REMOVE AND SALVAGE HISTORIC SIDEWALK, REMOVE AND RELOCATE HISTORIC SIDEWALK, or PCC SIDEWALK, 5".

# REMOVE AND RESET HISTORIC SIDEWALK – REMOVE AND RELOCATE HISTORIC SIDEWALK – REMOVE AND SALVAGE HISTORIC SIDEWALK

#### General

This work shall consist of removing and resetting, relocating, or salvaging stone sidewalk at the locations shown on the plans and/or directed by the Engineer.

Individual sandstone sidewalk slabs may be as large as 6 feet by 6 feet and 3 inches thick and weigh approximately 1500 pounds. The contractor shall exercise extreme care to remove stone sidewalk slabs identified by the engineer. The contractor shall provide one 48" by 40" pallet for each slab. Pallets shall be of sufficient strength to allow a stacking height of four full-size slabs. The contractor shall provide and insert wooden wedges between stone slabs and pallets as necessary to minimize wobbling or stress.

The existing sidewalk material shall be lifted in order to add and level off the sub-base granular material. Only small tools are allowed. Adding or removing sand base material shall be included in the cost of the work for REMOVE AND RESET HISTORIC SIDEWALK.

If the stone sidewalk is to be removed and relocated to another location, it shall be moved or stored such that damage does not occur to the sidewalk slab. The contractor shall be responsible for any damage occurring from the removal, relocation, storage, or placing of such slabs. Any costs associated with the protection of slabs during transportation from the original location to the final location within 4 blocks shall be included in the cost of the work for REMOVE AND RELOCATE HISTORIC SIDEWALK.

If the stone sidewalk is to be removed and salvaged, it shall be removed, stored and organized such that no damage occurs to the slabs during transportation. The contractor will be responsible for any damages that occur to the sidewalk slabs. Slabs that are designated to be salvaged shall be transported to the village storage facility at Miller Meadows Forest Preserve, 1<sup>st</sup> Ave. & Roosevelt Rd., Forest Park, or other location within the village limits at the direction of the Engineer, and shall provide equipment to unload and stack the sidewalk at the delivery location. Any materials required for transportation and protection of the removed sidewalk shall be included in the cost of the work for REMOVE AND SALVAGE HISTORIC SIDEWALK.

Where the stone sidewalk is scheduled to be replaced with concrete sidewalk, the concrete sidewalk will be paid for as PCC SIDEWALK 5 INCH.

Any breaking of stone sidewalk due to negligence by the contractor will be at the cost of the contractor to replace with approved sandstone sidewalk.

## **Basis of Payment**

This work will be paid for at the contract unit price per EACH slab of REMOVE AND RESET HISTORIC SIDEWALK, REMOVE AND RELOCATE HISTORIC SIDEWALK, or REMOVE AND SALVAGE HISTORIC SIDEWALK, which price shall be payment in full for all materials, labor and equipment necessary to complete the work described herein.

#### Portland Cement Concrete Sidewalk 5"

#### General

This work shall consist of constructing Portland cement concrete sidewalk and sidewalk accessibility ramps of a depth of 5". Where the existing sub-grade is deemed unsuitable, the removal of unsuitable sub-grade is included in the cost of **Sidewalk Removal**. The contractor shall furnish 2" of compacted CA6 to be paid for under **Sub-base Granular Material**; **Type B**. The existing sub-grade shall be tamped or rolled until thoroughly compacted and at proper line and grade as shown on the plans. Any parkway areas which are disturbed due to this work shall be restored to their original condition and all appurtenant work thereto shall be included in the cost of **Portland Cement Concrete Sidewalk 5**".

#### **Basis of Payment**

This work will be paid for at the contract unit price per **Square Foot** for **Portland Cement Concrete Sidewalk 5**" which price shall be payment in full for all labor and materials required to complete the work as described herein.

#### Sidewalk Removal

#### General

This work shall consist of the saw cutting and removal of existing sidewalk at locations designated by the engineer to be replaced with sandstone sidewalk. If the existing sidewalk is not the required depth, either 5" or 7" depending on adjacent concrete thickness, then additional excavation of up to 4" may be required to achieve the required depth as directed by the engineer as well as the furnishing of 2" of **Sub-base Granular Material**; **Type B**. This excavation is considered part of the Sidewalk Removal item and payment is included in the cost of the Sidewalk Removal Item.

#### **Basis of Payment**

This work will be paid for at the contract unit price per **Square Foot** as **Sidewalk Removal** which shall be payment in full for all labor, transportation, and disposal required to complete the work described herein.

#### Protective Coat and Curing of P.C. Concrete, Single Application

#### Description

This work shall consist of applying protective coat to all new concrete gutter flags, faces and tops of curbs, concrete medians, sidewalks and driveway pavements in accordance with the requirements of Article 420 and Section 1023 of the Standard Specifications except that it shall be applied regardless of the time of year.

The P.C. Concrete surface shall be cured in accordance with Article 1020.13 and Section 1022 of the Standard Specifications.

#### **Basis of Payment**

This item will be paid for at the contract unit price per **Square Yard** for **Protective coat and curing of P.C. Concrete single application** separately for every application. The contract price shall be payment in full for furnishing all materials, labor and equipment necessary to complete the work as specified herein. The curing will not be paid for separately, but shall be considered incidental to the items requiring curing.

#### TRAFFIC CONTROL AND PROTECTION

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these special provisions, and any special details and Highway Standards contained herein.

Prior to beginning work, the Contractor will furnish the name of the individual in his direct employ who is to be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the Engineer in accordance with Article 108.01 of the Standard Specifications for Road and Bridge Construction. This shall not relieve the Contractor of the foregoing requirement for a responsible individual in his direct employ. The Village Engineering Division will provide the Contractor the name of its representative who will be responsible for the administration of the Traffic Control Plan.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications for Road and Bridge Construction and the following 1) Highway Standards, 2) Supplemental Specifications and Supplemental Special Provisions, and 3) other special provisions relating to traffic control.

- 1) Article 107, 701, and 702 of the Standard Specifications
- 2) Utility work zone traffic control standards and guidelines

The contractor shall maintain through traffic at all times during the work period and shall furnish all necessary signs, markings, cones, barricades, warning lights, flagmen and other traffic control devices as shown on the attached drawings and/or as directed by the Engineer.

Barricades and/or cones used for channelization or delineation and warning signs shall subsequently placed in the direction of the traffic flow and removed in reverse order. Lane closure signs and flagmen signs shall be erected prior to barricades and/or cones and remain erected until such time as all traffic control devices have been removed from the pavement. All vehicles and/or non-operating equipment shall be parked at least eight (8') feet from the moving traffic stream during working hours except that privately owned vehicles by workers will not be allowed to park within the construction zone at any time.

#### TRAFFIC CONTROL AND PROTECTION (CONT.)

During non-working hours, all vehicles and equipment shall be parked in an area approved by the Engineer. Work zone signs referring to temporary lane closures used during working hours shall be removed or covered during non-working hours. Flashing lights installed above the first two signs on each approach to a work area involving a night-time lane closure shall be high intensity units. These units shall operate 24 hours per day. Open flame burners will not be permitted. All traffic control devices shall meet the approval of the Engineer.

#### BASIS OF PAYMENT

This item will be paid for at the contract lump sum price for **TRAFFIC CONTROL AND PROTECTION** which shall be payment in full for compliance with the above requirements and for all labor, materials, transportation, handling and incidental work necessary to furnish, install, maintain, and remove all traffic control devices as specified herein.



