

## **NOTICE TO BIDDERS**

SEALED bids will be received by the City of Zion at the City Clerk's Office until 10:00 a.m. September 15, 2023, at which time and place they will be publicly opened and read for "Zion Police Department HVAC Repair".

Bid Specifications can be obtained at the City of Zion website <https://www.cityofzion.com/bids-proposals/>

Said bids shall be in a sealed envelope, plainly marked on the outside with the name and address of the company submitting the bid and with the words "Zion Police Department HVAC Repair" Zion, IL Project.

The City of Zion reserves the right to reject any or all bids, to waive informalities or technicalities in bidding, to re-advertise for bids, or to accept the proposal which it deems most favorable to the interest of the City.

Each contractor, by submitting a bid, signifies his intentions and good faith to enter into a contract with the City of Zion, Illinois, should he be awarded the contract.

DATED this 31<sup>th</sup> day of August, 2023.

Sheryl Spooner  
City Clerk

**BID SPECIFICATIONS  
For Zion Police  
HVAC Repairs**

The City of Zion is requesting sealed bids for the Zion Police Department HVAC to be performed at: 2101 Salem Blvd. Zion, Illinois 60099

**General Bid Directions**

List name, address and telephone number of the company submitting the bid.

List name, address and telephone number of each owner of the company.

All bids shall be submitted to the City Clerk's Office, City Hall, 2828 Sheridan Road, Zion, Illinois 60099 by no later than 10:00 a.m. on 9/15/2023.

Attach to the bid a certificate of insurance showing that the company has current Business Liability Insurance.

A pre-bid walk through to view the equipment may be scheduled by contacting Chief Eric Barden, @ 847-746-4103.

The City reserves the right to reject any or all bids.

### **Performance Standards and Termination of Contract:**

All contracts services with the City of Zion shall be contingent upon the contractor fulfilling the following obligations:

The contractor shall satisfactorily perform all activities herein specified.

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

The contractor shall at all times keep in force business, liability and workers compensation insurance covering all employees working on the City's premises.

The City may at any time terminate a contract for services by giving written notice to the contractor.

### **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses, and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense, (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder.

## **Services to be provided**

### **Provide detail pricing for the installation of new HVAC components and equipment for the City of Zion Police Department.**

Services and equipment for this project shall consist of the following:

Replace building automation system with Honeywell Tridium based system

Replace Liebert sensor for old 911 Center

Replace West radiant heat 3-way valve for heating coil

Replace AHU1 3-way valve for heating coil

Replace AHU2 3-way valve for heating coil

Replace AHU5 3-way valve for heating coil

Replace (2) pump coupling complete assemblies

Replace Deteriorated boiler cap on roof

Add larger control transformer for boiler

Replace up to 12 exhaust fans that do not operate

Provide full system startup and test.

## **Insurance Requirements**

The contractor shall keep in full force and effect, to the satisfaction of the City, Workers' Compensation and Employer's Liability Insurance, Commercial Liability Insurance and Automobile Insurance in at least the type and amounts as follows and shall name the City as an additional insured:

1. Workers' Compensation
  - a. State: Statutory
  - b. Applicable Federal: Statutory
  - c. Employer's Liability
    - (i) \$100,000 per accident
    - (ii) \$500,000 disease, policy limit
    - (iii) \$100,000 disease, each employee
  
2. Commercial General Liability
  - a. \$1,000,000 General Aggregate
  - b. \$1,000,000 Products completed operations aggregate
  - c. \$1,000,000 Personal and Advertising Injury
  - d. \$1,000,000 Each occurrence
  - e. \$ 50,000 Fire damage (any one fire)
  - f. \$ 5,000 Medical expense (any one person)

Personal Automobile Liability (including owned, non-owned and hired vehicles.

**Zion Police HVAC repairs**  
**PRIVATE**

**Total Bid**

**\$** \_\_\_\_\_

In submitting this bid, the vendor agrees that acceptance of any or all quotations by the CITY OF ZION within a reasonable period constitute a contract.

Company

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Printed Name of  
Representative: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# **SPECIFICATIONS**

## **GENERAL OBJECTIVE**

The objective of these specifications is to define the conditions for replacement of HVAC components and equipment of the building(s) at 2101 Salem Blvd., Zion, Illinois.

## **SCOPE OF SERVICES**

The successful BIDDER shall furnish all supervision, labor, tools, equipment, materials, etc. necessary to complete this bid for the CITY OF ZION.

### **Section 1 – GENERAL PROVISIONS**

#### **ADMINISTRATION AND ADDITIONAL WORK**

This contract will be under the direct administration of the Director of Building or his authorized representative. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the CONTRACTOR and the CITY and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless authorized by prior written agreement.

#### **WORK CREW SUPERVISION**

The CONTRACTOR shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor must be able to converse in the English language, and shall be authorized by the CONTRACTOR to accept and act upon all directives issued by the CITY. Failure for the Supervisor to act on said directives shall be sufficient cause to give notice that the CONTRACTOR is in default of the contract unless such directives would create potential personal injury, property damage or safety hazards.

#### **PROTECTION OF PUBLIC AND PRIVATE PROPERTY**

The CONTRACTOR shall exercise all necessary caution to protect pedestrian traffic and to protect all public and private property from injury or damage caused by the operations of the CONTRACTOR. Any practice deemed to be obviously hazardous in the opinion of the CITY shall be immediately discontinued by the CONTRACTOR upon receipt of either written or oral notice to discontinue such practice. The CONTRACTOR shall comply with all OSHA, IDOL, and other Federal and State safety standards.

Should the CONTRACTOR or his representatives damage property of the CITY or that of other persons, the repair or replacement shall be the sole responsibility of the CONTRACTOR. Any such repair work shall be completed under the direction of the CITY.

## OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The CONTRACTOR at all time during the term of this contract shall observe and abide by all Federal, State, and local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction.

The CONTRACTOR shall comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment as further detailed in this specification.

## WORKING HOURS

The CONTRACTOR will be allowed to schedule his work hours during normal working hours unless arrangements with the CITY have been made otherwise. Work during other hours will be allowed only on an emergency basis and must receive authorization by the CITY.

## CLEANUP AND DISPOSAL

For work operations, all debris shall be cleaned up each evening before the work crew leaves the site. Areas are to be left in a condition equal to that which existed prior to the commencement of operations.

## LICENSES AND PERMITS

The CONTRACTOR shall, at his expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The CONTRACTOR shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract. All permit fees, Engineering fees, utility disconnect fees, etc. shall be a part of the bid price. The City will not reimburse Contractor for any fees.

## SUBCONTRACTS

The CONTRACTOR will not be allowed to subcontract work under this contract unless prior written approval is granted by the CITY. If prior approval is received the SUBCONTRACTOR, shall be bound by the conditions of the contract between the CITY and the CONTRACTOR. The authorization of a SUBCONTRACTOR requires the SUBCONTRACTOR to perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the CONTRACTOR. All directions given to the SUBCONTRACTOR in the field shall bind the CONTRACTOR as if the notice had been given directly to the CONTRACTOR.

## SEPARABILITY

If any portion of this contract is found to be unenforceable by a competent court of law having jurisdiction, the remaining portions of the contract shall remain in full force and effect.



## LEGAL RESPONSIBILITY AND INSURANCE

### **Notice to Proceed**

The CONTRACTOR and SUBCONTRACTORS shall not commence work under this contract until a notice to proceed has been provided by the City.

### **Additional Insured**

The CONTRACTOR shall furnish one (1) copy of a Certificate of Insurance issued by an insurance carrier, with the CITY named as an additional insured for coverage. This Certificate of Insurance shall reflect the actual amount of insurance in force.

### **Accident Notification**

In the event of accidents of any kind, which involve the general public and/or private or public property, the CONTRACTOR shall immediately notify the CITY and shall provide a full accounting of all details of the accident. The CONTRACTOR shall furnish the CITY with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

### **Indemnity Agreement**

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and save harmless the CITY OF ZION and their officers and employees from any and all liability, losses or damages, including attorney's fees and costs of defense, the CITY may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of the operations of CONTRACTOR under this contract, including operations of SUBCONTRACTORS; and the CONTRACTOR shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the CITY in any such act, the CONTRACTOR shall, at his or her own expense, satisfy and discharge same. CONTRACTOR expressly understands and agrees that any performance and or insurance protection required by the contract, or otherwise provided by CONTRACTOR, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the CITY as herein provided.

In the event of any conflict between the language of the insurance policy(s) and the above-recited indemnity agreement, the indemnity agreement shall govern.

### **Policy Cancellation/Change Notice**

The CONTRACTOR shall furnish a certified copy of the policy(s) to the CITY upon request. The policy(s) shall provide, in the event the insurance should be changed or canceled, such change or cancellation shall not be effective until thirty (30) days after the CITY has received written notice from the insurance company(s). Such notice shall be

mailed to the CITY in care of the CITY CLERK, 2828 Sheridan Road, Zion, Illinois, 60099.

## **Types and Amounts of Insurance**

Worker's Compensation and Worker's Occupational Disease. Workmen's Compensation limits of coverage shall be as required by law in the State of Illinois. This shall include coverage for all persons whom the CONTRACTOR may employ directly or through subcontractors in carrying out the work under this contract.

Employer's Liability

Comprehensive General Liability for Bodily Injury and Property Damage

Business Automobile Liability

The contractor and subcontractors will retain the responsibility for loss or damage of their own or rented property or property of their employees of whatever kind or nature, including but not limited to tools, equipment, forms, scaffoldings canvasses, tarpaulins, miser and temporary structures including their contents.

All policies of insurance purchased or maintained in fulfillment hereof shall name the City as an additional insured thereunder and the CONTRACTOR shall provide Certificates of Insurance evidencing the coverage's and the addition of the City as an insured. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of \$5,000.00 per occurrence. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis. Failure of City to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance. The CONTRACTOR agrees that the obligation to provide the insurance is solely its responsibility and that this is a requirement, which cannot be waived by any conduct, action, inaction or omission by the City. Upon request, the CONTRACTOR will provide copies of any or all policies of insurance maintained in fulfillment hereof.

Nothing contained in these insurance requirements is to be construed as limiting the liability of the CONTRACTOR, the liability of any SUBCONTRACTOR of any tier or their respective insurance carries. All the insurance required of the CONTRACTOR shall state that the coverage afforded to the additional insured's shall be primary insurance of the additional insured with respect to claims arising out of operations performed by or on their behalf. If the "additional insured's" have other insurance or self-insured coverage, which is applicable to the loss, it shall be on an excess or contingent basis.

## **PREVAILING WAGE**

All laborers, workers and mechanics employed in performance of the contract will be paid no less than the general prevailing rate of hourly wages for work of a similar character on public works in Lake County. These prevailing rates of wages are included in this contract.

The CONTRACTOR will make his payroll records available for inspection by City representatives, and will permit such contracting officer or representative to interview employees during working hours on the job. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the City, the revised rate, to be provided by the City, shall apply to this contract.

### **1.12 AWARD OR REJECTION**

It is the intention of the Owner to realize the construction of the proposed improvements at the lowest possible cost within the limits of the estimated available funds and at no sacrifice in the quality and, if possible, in the scope of work. The Contract will be awarded to the responsible Bidder who submits the lowest responsive and best qualified Bid Proposal complying with these instructions and all other Contract Documents.

The Owner reserves the right to reject any or all Proposals or to waive any informality or technicality in any Proposal in the interest of the Owner. No Bidder may withdraw his Proposal for a period of 60 days after the date of the opening thereof.

### **1.13 INTERPRETATION OF DOCUMENTS**

If any person contemplating submitting a Bid is in doubt as to the true meaning of any part of the Drawings, Specifications, or Contract Documents, or finds discrepancies in or omissions from the Drawing or Specifications, he may submit to the Director of Building and Zoning a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be mailed, faxed or delivered to each person receiving a set of Contract Documents. Neither the Owner nor the Building Director will be responsible for any other explanations or interpretations of the Contract Documents.

### **1.14 ADDENDA**

Any Addenda issued during the time of bidding, or forming a part of the Contract Documents, loaned to the Bidder for the preparation of his Proposal, shall be covered in the Proposal and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

### **1.15 BIDDERS INTERESTED IN MORE THAN ONE PROPOSAL**

No person, firm, or corporation shall be allowed to make, file, or have an interest in more than one Bid/Proposal for the same work, unless alternate Bid/Proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a Bidder or who has quoted prices on materials to

a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders.

### **1.16 PROPOSAL GUARANTY**

N/A

### **1.17 PERFORMANCE BONDS**

The successful Bidder, simultaneously with the execution of the Contract, will be required to furnish Performance Bond in an amount of \$25,000. The Bond shall be secured from a surety company satisfactory to the Owner. The form of the Bonds of the successful Bidder is set forth in these Contract Documents.

### **1.18 LIQUIDATED DAMAGES**

It is understood and agreed that TIME is of the essence of the Contract, and that failure on the part of the Contractor to complete the Contract Work within the Time agreed upon will result in certain loss and damage to the Owner.

It is therefore covenanted and agreed that if the Contractor fails or neglects to complete his Work on or before the date fixed for completion, then said Contractor shall pay the Owner an amount to be determined to complete the remaining Work at the agreed upon unit prices.

### **1.19 VISITING SITE**

The bidder shall visit the site of the proposed Work prior to submitting their bid, so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the contract. They will be allowed no additional compensation for his failure to be so informed.

### **1.20 REGULATIONS**

The Contractor shall give notices, pay all fees, and comply with all Federal, State, and Municipal Laws, ordinances, rules and regulations, and building and construction codes bearing on the conduct of the work. This Contract, as to all matters not particularly referred to and defined therein, shall notwithstanding, be subject to the provisions of all pertinent ordinances of the Municipality or other political subdivision within whose limits the work is constructed, which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein.

### **1.21 NOTICE TO START WORK**

The Contractor shall notify the Owner in writing forty-eight (48) hours before starting work at the site on this Contract of his intention to do so. In case of a temporary suspension of the Work, he shall give a similar notice before resuming Work.

## **1.22 USE OF PREMISES**

The Contractor shall confine his apparatus; the storage of materials, and the operations of his workmen to limits indicated by the law, ordinances, permits, or direction of the Building Director and shall not reasonably encumber the premises with his materials.

The Contractor shall not load, or permit any part of the work to be loaded with a weight that will endanger its safety or street weight load limits.

The Contractor shall enforce the Engineer's, Municipal Engineer/Director of Public Works or Building Director or his designee instructions regarding signs, advertisements, fires, smoking, and sanitary facilities.

## **1.23 CLEANING UP**

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work, and at the completion of the work, they shall remove all their rubbish from and about the site, and all his tools, equipment, and surplus materials and shall leave the site "broom-clean", or its equivalent, unless more exactly specified.

In case of dispute, the Owner may remove the rubbish and charge the cost to the Contractor as the Director of Building/Designee or Engineer may determine to be just.

## **1.24 TEMPORARY TOILET**

The Contractor shall provide and maintain a sanitary, temporary toilet located where directed. The temporary toilet shall be enclosed and weatherproofed and kept in a sanitary condition at all times.

## **1.25 LIGHT AND POWER**

The General Contractor shall furnish all temporary light and power complete with all wiring, lamps, and similar equipment as required for the completion of the Work. The General Contractor shall pay for all current, for all temporary light and power for all trades. The General Contractor shall make all necessary arrangements with the local electric company for all temporary electric service and shall pay all expenses in connection therewith.

## **1.26 WATER**

The Contractor shall be required to pay the established water rates for water obtained from the Owner. Large quantities of water for flushing sewers, filling mains, or other operations shall be drawn only at night, or at time specifically authorized by the Owner.

## **1.27 SCHEDULE OF OPERATIONS**

The Contractor shall submit a schedule of operations to the Owner and obtain approval of said schedule from the Owner prior to any construction operations. The construction operations shall be scheduled and sequences in a manner to provide no interruptions to operation of the existing facilities. The Contractor shall be required to keep the Owner informed of any changes in the

schedule and shall allow ample time for the Owner to make any system alterations as required by the construction of the various components of the project.

## **1.28 TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, the date of beginning and the time for completion as specified in the Contract for the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced and completed as agreed to by the Owner and the Contractor.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate or progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail, or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner an amount equal to two hundred dollars (\$200.00) per day for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided further that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority, or allocation order duly issued by the Government.
- (b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and to any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article:

Provided further that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

### **1.29 ENGINEER'S LIABILITY**

The Engineer, Municipal Engineer/Director of Public Works or Director of Building or his designee will not be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and the above same will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

The Engineer, Municipal Engineer/Director of Public Works or Director of Building or his designee will not be responsible for the acts or omissions of the Contractor or any Subcontractors, or the agents or employees of any Contractor or Subcontractor, or of any other persons at the site or otherwise performing any of the work.

Neither the Engineer's, Municipal Engineer/Director of Public Works or Building Director or his designee authority to act under this Article or elsewhere in the Contract Documents nor any decision made by the Engineer, Municipal Engineer/Director of Public Works or Building Director or his designee in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer, Municipal Engineer/Director of Public Works or Building Director or his designee to the Contractor, or any of the Contractor's agents or employees or any other person performing any of the work.

### **1.30 LIENS**

The final payment shall not be due until the Contractor has delivered to the Owner a complete release of all lien arising out of this contract, or receipts in full covering all labor and materials for which a lien could be filed and a bond satisfactory to the Owner indemnifying them against any lien.

### **1.31 DAMAGE TO THE WORK, THE WORK SITE, AND OTHER PROPERTY**

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the commencement date until final payment of the contract. Contractor shall be responsible and liable for any damages, losses, and injuries resulting from its operations. Contractor shall be fully responsible for the protection of all public and private property and all persons.

Contractor shall have no claim against the Owner or Engineer or the Director of Building or his designee because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatever, including damage or loss due to simultaneous work by others.

Contractor shall, promptly and without charge to the Owner or Engineer or the Director of Building or his designee, repair or replace, to the satisfaction of the Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the work site or other property as a result of the Work.

No specific provision of this Contract to the effect that Contractor shall be responsible and liable at its sole risk and cost for the Work or any part thereof or for damage, loss, or injury caused by Contractor shall be construed to be an exclusive listing of the circumstances in which Contractor bears such responsibility and liability, but, rather, all such provisions shall be construed to be exemplary only.

Notwithstanding any other provision of this Contract, Contractor's obligations under this Article shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of the Owner, Engineer, Director of Building or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Article.

### **1.32 PERFORMANCE AND PAYMENT**

The CONTRACTOR shall faithfully perform all work as set forth in these specifications. If the CONTRACTOR fails to faithfully perform in accordance with the specifications or if a dispute arises as to the quality and/or quantity of work completed, the CITY reserves the right to withhold authorization of Request for Payment of completed work until such time that performance has been improved or the dispute resolved.

### **1.33 – FORFEITURE**

The CITY retains the right to terminate this contract at any time for cause of unsatisfactory workmanship and/or performance, or the refusal for neglect of the CONTRACTOR to prosecute the work with the work force sufficient for its completion within the specified times or for failure of the CONTRACTOR to proceed with the work in accordance with the requirements and conditions of the specifications. At least the (10) days prior to the date that the CONTRACTOR will be declared in default of the contract, the CITY shall give written notice by certified mail to the CONTRACTOR. This notice shall state the reasons that the CONTRACTOR is being declared in default and may also include suggested steps that the CONTRACTOR should take to remedy the occurring problems and comply with the conditions of the contract. Failure by the CONTRACTOR to correct the stated deficiencies within the notice period shall result in the CONTRACTOR being declared in default of the contract. Issuance of the notice by the CITY shall be indication of the intentions of the CITY to take the work out of the control of the CONTRACTOR and to relet the said work to other contractors.

The cost of fully completing all the work and all expense of every kind incurred by the CITY in completing the contract shall be charged to the CONTRACTOR and shall be deducted and paid by the CITY out of such monies as may be due or may become due to said CONTRACTOR. Any deficiencies of monies required to complete the contract by others shall be paid to the CITY by the CONTRACTOR forthwith and the bondsman will be held liable for any such deficiency.



Should it become necessary for the CITY to declare the contract in default, such default shall in no case relieve the CONTRACTOR or his bondsman of any of the conditions of the contract.

## Section 2

### **2.1 General/Site Specific Requirements**

The work is entitled " Zion Police Department HVAC Repair", City of Zion, Lake County, Illinois. The work shall include furnishing all labor, materials, equipment, tools, and services necessary to demolish the structure(s), excavate and remove/install the materials needed to complete the project as directed by the owner.

The Contractor shall examine the conditions of the site and must assume the risk of encountering water, quicksand, hardpan, boulders, clay, rubbish, and underground conduits. No claim for any amount of money will be considered or allowed because of the character of the ground in which the excavation is made and/or when special foundation material is required.

#### General

- (a) Contractor is responsible for removal and proper/legal disposal of all items within and outside of structure to include but not limited to: paints, oils, solvents, cleaners, chemicals, gases, refrigerants, insecticides, any junk and debris, etc.
- (b) Dust control must be exercised throughout the entire project by use of proper construction techniques and water application.
- (c) Any and all impervious surfaces must be removed as a part of this contract to include driveways and sidewalks whether asphalt, concrete, stone or brick.
- (d) Soil must be contained on site and the use of silt fencing is required.
- (e) Entire property must be secured by 6 foot cyclone chain link fence during the entire project..
- (f) All Scrub brush/trees are to be removed. All dead and or dying trees must be removed.
- (g) JULIE must be contacted to locate all utilities on premise.
- (h) All backfill must be clean sandy loam, placement of any demolition material in excavations is not allowed, must be graded per ordinance and 6 inches of top soil and seeding per ordinance.

#### **Blanket type mulch to be installed after seeding.**

- (i) All work must be complete and approved by owner by 4/1/16.
- (j) Structure has been inspected for Asbestos and either none was found or if Asbestos was present it was abated by the City. No action on the part of contractor for asbestos inspection or abatement is required.
- (k) The Contractor is responsible for utility disconnects, (water and sewer).
- (l) The City is responsible for utility disconnects, (gas and electric)

#### Site Specific

Remove all buildings, foundations, slabs, sheds, garages and fences.  
Disconnect well and provide Lake County Health Department approval.  
Remove all accessory structures.  
Remove all trees along fence lines.  
Do not remove asphalt in front of the building.  
Disconnect and remove old business sign.

## **2.2 Compliance with Standard and Industry Specifications**

Any material, operation, or installation procedure specified by reference to a published specification or standards of any organization or association indicated in these specifications shall comply with the requirements of the specifications or standards, which is current on the date of the advertisement for bids.

The Contractor shall construct the project in conformance with the following standards except as modified herein:

- (a) Erosion Control - "Standard Specifications for Soil Erosion and Sediment Control" as published by the Illinois Environmental Protection Agency, latest edition. The City of Zion requires that a silt fence be installed around the property.
- (b) City of Zion Engineering Standards and Specifications for grading, fill and soil, seeding, asphalt repairs.

In case of a conflict with any part of the Industry Specifications cited above and these Specifications/Contract Documents, the Contract Documents shall take precedence and govern.

## **2.3 General Construction Observance**

### **A. Traffic Control**

The Contractor shall carefully coordinate road and alley closures if required with the City, the Municipal Engineer/Director of Public Works, or Building Director or his designated representative. No complete closure of a street shall be made until the Municipal Engineer/Director of Public Works, or his designated representative have been notified and approval has been given for the Contractor's Traffic Control Plan.

Temporary traffic control devices shall be employed when necessary and shall meet the requirements of the "Standard Specifications for Road and Bridge Construction", latest edition, published by the Illinois Department of Transportation.

### **B. Local Roads**

The Contractor shall comply with all local ordinances regarding weight limitations and street cleaning during construction operations. Any damage to the local roads caused by the Contractor shall be repaired or replaced to at least equivalent to that which existed prior to the damage at the Contractor's expense.

## **2.4 Protection of Trees**

Every effort shall be made by the Contractor when working near trees and shrubs to preserve same from harm. No trees or shrubs shall be removed unless so indicated in the work scope or as

authorized in the field by the Engineer or his designated representative. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed.

Damage to tree limbs shall be held to a minimum. Shrubs and tree limbs shall be tied back by the Contractor, wherever necessary to prevent their loss or damage. Wherever damage by construction equipment to limbs and branches are unavoidable, they shall be pruned by the Contractor, before starting work and sealed in accordance with best forestry practice.

Wherever necessary, the Contractor shall provide plank wrappers wired in place to protect tree trunks from being damaged by trench machinery, tractors, or trucks. Protective planking shall be removed as soon as practical after the work in the vicinity has been completed. In removing spoil banks from around trees, hand work will be required as necessary to prevent damage to the trunks by construction machinery.

Damages at the rate of one hundred dollars (\$100.00) per inch of trunk diameter shall be charged against the Contractor for unauthorized removal or destruction of any tree 4 inches in diameter or larger. No penalty will apply for removal of trees where removal is indicated on the Plans or authorized by the Engineer or his designated representative.

No pruning of tree limbs or branches will be allowed without the written permission from the Owner or unless specified in work scope. If pruning is necessary and approved an approved licensed landscape contractor will do it, if the Owner deems it is necessary

#### A. Rough Grading

The entire length of the sewer and water mains and former basement/foundation shall be compacted as previously specified. Only clean fill (sandy loam) must be used for backfill and lightly compacted, placing of any of the demolished materials is not allowed. After the ditch has ceased to settle, all portions of the ditch lying on maintained parkways shall be rough graded reasonably smooth and free of irregular surface changes. The degree of finish shall be that ordinarily obtainable from either blade grader or scraper operations, except as otherwise specified. All ditches, swales, and gutters shall be finished to drain readily.

#### B. Landscape Materials

##### 1. Topsoil Placement

Placement of topsoil shall comply with the provisions of the State Specifications, except as provided herein. After the Engineer or his designated representative has approved rough grading, topsoil shall be uniformly spread over all areas to be seeded at a minimum depth of 4 inches. The Contractor shall be required to roll areas prior to seeding. The topsoil shall be graded flush with walk surfaces, curbs, and paving and shall be sloped accurately and smoothly in accordance with contours indicated on the Plans.

## 2. Seeding and Mulching

Seeding shall conform to the State Specifications for Class I Seeding, except as modified herein. Seeding shall be done during the seasons, which are normal for such work as determined by weather conditions. Seed shall be fresh, clean, new crop seed and shall be free of all weeds, seeds classed as primary noxious weed seeds in existing Illinois seed law.

All plant areas shall be seeded with a mixture by weight of 75% Kentucky Blue Grass and 25% Redtop or Creeping Red Fescue. The mixture shall be evenly applied at the rate specified for Class I Seeding Mixture in said Specifications.

Area to be seeded shall be fertilized with a 10-6-4 mixture applied at the rate of 20 pounds per 1000 square feet at the time of seeding. All slopes steeper than 3 horizontal to 1 vertical shall be straw mulched in accordance with the State Standards.

Mulching shall be required in seeded area within 24 hours from time of seeding. Mulching shall be in accordance with the State Specifications. Use of blanket type mulch on all seeded areas unless otherwise approved or specified.

### **2.5 Protection of Work**

Surplus excavated material not needed for backfill shall be promptly removed from the site to locations provided by the Contractor. The cost of removal and disposal of all unsuitable excavated material including pavement and surplus material shall be incidental to the contract price. The waste excavated material shall not be deposited on public or private property unless the Contractor first obtains the written permission from the property owner or the authorized representative of the appropriate public agency.

### **2.6 Cleanup**

At the time of final inspection of work, but before acceptance, the Contractor will clean by sweeping and/or washing all paved areas affected by construction leaving them in a clean condition free of defacement or strains. All debris, rubbish, excess materials, tools, and equipment will be removed from the landscaped area.

### **2.7 Guaranty**

The Contractor shall guarantee the City of Zion that the seeding completed on this project will germinate and produce a full crop of grass in all excavated or disturbed areas in areas directed by the Director of Building and Zoning. If said seeding does not take on whole or on part of this project, then the Contractor shall re-seed those areas as determined by the Director of Building and Zoning. The cost of Seeding Guarantee shall be considered incidental to the cost of construction and no other payment shall be made.

**PROOF OF INSURABILITY**  
*(to be prepared by bidders Insurance Agent)*  
(To be submitted with proposal)

PROPOSAL SUBMITTED BY:

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE \_\_\_\_\_

I, being duly sworn, do hereby acknowledge that I have read and understood the insurance specifications herein and agree and affirm that the above listed bidder is eligible for and can obtain and supply the appropriate insurance per the specifications contained in the contract documents for this project.

Subscribed and sworn to

Before me this \_\_\_\_\_

Of \_\_\_\_\_, 2023.

Signed \_\_\_\_\_  
**(Insurance Agent)**

Date \_\_\_\_\_

\_\_\_\_\_  
Notary Public Insurance Co. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Zion hereinafter called the OWNER, and \_\_\_\_\_, hereinafter called the CONTRACTOR, WITNESSETH, That the Contractor and the Owner for the considerations hereinafter named agree as follows:

### **ARTICLE 1. SCOPE OF THE WORK**

The Contractor shall furnish all of the material and perform all of the work for the work described in the specifications entitled "ZION POLICE DEPARTMENT HVAC REPAIR"

All work shall be performed in strict accordance with ALL requirements as set forth in the specification. Specifications are made a part of this Contract, and in strict compliance with the Contractor's Proposal as accepted, including any amendments agreed upon at the time of execution of this Agreement, and with the other Contract Documents herein mentioned which are part of this Contract.

### **ARTICLE 2. TIME OF COMPLETION**

The work, under this Agreement, shall commence upon written notice to the Contractor as defined in the General Conditions. The work shall be completed within **60 calendar days** after the Notice to Proceed has been issued.

### **ARTICLE 3. CONTRACT SUM**

The Owner shall pay the Contractor for the performance of the contract subject to any additions and deductions provided therein in current funds, the sum of \_\_\_\_\_

(\$ \_\_\_\_\_). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the other Documents, which are apart of this Contract.

### **ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT**

Final payment shall be due upon final acceptance of the completed work, provided the contract is then fully performed.

### **ARTICLE 5. AUTHORITY AND RESPONSIBILITY OF THE ENGINEER**

All work shall be done under the general administration of the Municipal Engineer or Director of Building or his designee. The Municipal Engineer or Director of Buildings shall decide any and all questions, which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

**ARTICLE 6. CONTRACT DOCUMENTS**

The Contract Documents are as noted the General Conditions. In the event that any portion of one Contract Document conflicts with one provision of another Contract Document, the provision of that Contract Document first listed in the General Conditions shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the Parties hereto have caused this Instrument to be executed in two original counterparts the day and year above written.

(SEAL)

Contractor: \_\_\_\_\_

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Owner: \_\_\_\_\_

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

By: \_\_\_\_\_

STATE OF ILLINOIS

SS

COUNTY OF \_\_\_\_\_

**CONTRACTOR'S CERTIFICATION**

\_\_\_\_\_, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of the Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) any person holding an interest in this Contract in violation of Sections 1.1 et seq. of the Illinois Purchasing Act, Ill. Rev. Stat. Ch. 127, Section 132.11-1 et seq.; (ii) the commission of an act in violation of Section 10-1 of the Illinois Purchasing Act, Ill. Rev. Stat. Ch. 127, Section 132.10-1; (iii) a default on an educational loan as provided in "An Act in relation to educational loans, amending an Act named therein", Ill. Rev. Stat. Ch. 127, Section 3551 et seq.; (iv) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in Ill. Rev. Stat. Ch. 24, Section 11-42.1-1; or (v) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, Ill. Rev. Stat. Ch. 38, Section 33E-1 et seq. or the latest editions

DATED this \_\_\_\_ day of \_\_\_\_\_, 2023.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and Sworn to  
before me this \_\_\_\_ day  
of \_\_\_\_\_, 2023.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



### **Performance Standards and Termination of Contract:**

All contracts services with the City of Zion shall be contingent upon the contractor fulfilling the following obligations:

The contractor shall satisfactorily perform all activities herein specified.

All Contracts for the City of Zion are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

The contractor shall at all times keep in force business, liability and workers compensation insurance covering all employees working on the City's premises.

The contractor shall monitor the condition and adequacy of all related equipment owned by the City and notifies the City when such equipment is in need of repairs or replacement.

The City may at any time terminate a contract for services by giving written notice to the contractor.

### **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses, and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense, (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder.