

[RFI – 1-2 | Oct. 10, 2017](#)

[RFI – 3 | Oct. 11, 2017](#)

**22116 RICHTON ROAD
BUILDING DEMOLITION**

**CONSTRUCTION CONTRACT DOCUMENTS
AND SPECIFICATIONS**



COOK COUNTY, ILLINOIS

OCTOBER 19, 2017

FOR BID: OCTOBER, 19, 2017 @ 9:30 A.M.

CONSTRUCTION CONTRACT DOCUMENTS
AND SPECIFICATIONS

FOR

22116 Richton Road Building Demolition
(PIN: 31-26-300-061-0000)

Village of Richton Park
4455 Sauk Trail
Richton Park, IL 60471

Specifications and Contract Documents
Prepared By:

Village of Richton Park

Note: Each sealed envelope containing a bid must be plainly marked on the outside as "22116 Richton Park Building Demolition." The envelope should bear on the outside the name of the Bidder's address and telephone number and the bid opening date and time.

Bid Proposal submitted by:

Contractor

Address

Phone

E-mail

Contact

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SECTION 1.1 - ADVERTISEMENT FOR BIDS

For
The Village of Richton Park, Illinois
"22116 RICHTON ROAD BUILDING DEMOLITION"

Legal Description:

THE SOUTH 50 FEET OF LOT 21 AND THE NORTH 25 FEET OF LOT 20 IN COUNTY CLERK'S DIVISION OF WEST ½ OF THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

NOTICE is hereby given that the Village of Richton Park, Illinois will receive sealed Bids until:

October 19th, at 09:30 A.m. in the Board Room, Village of Richton Park, 4455 Sauk Trail, Richton Park, IL 60471, at which time the Bids will be publicly opened and read aloud for the following:

22116 RICHTON ROAD BUILDING DEMOLITION Richton Park, Illinois

The work shall include all required demolition, excavation, material hauling, dewatering, backfilling, sidewalk removal, utility abandonment, restoration and appurtenant construction to complete the demolition of a single family residence in the Village of Richton Park. The project is located at 22116 Richton Road, Richton Park, IL 60471. Work shall start no on or before November 7, 2017.

The successful bidder also must comply with all of the provisions of (a) the Davis-Bacon Act, (b) Contract Work Hours Standards, (c) the Copeland Act (Anti-kickback), (d) the Illinois Prevailing Wage Act, and (e) Title IV of the Civil Rights Act of 1964, and (f) Section 3 of the Housing and Urban Development Act (HUD) of 1968.

The Specifications are prepared by the Village of Richton Park, and designated as "22116 Richton Road Building Demolition". You may access the documents via the Village of Richton Park websites on the home page under the Bids & RFPs tab, www.RichtonPark.org

All Bids are to be accompanied by a Bid security equal to five percent (5%) of the amount of the Bid, in the form of a certified check, cashier's check, or a Bid bond written by a company properly licensed in Illinois made payable to the Village of Richton Park. The successful Bidder will be required to furnish a performance and payment bond equal to one hundred percent (100%) of the total contract price.

The Village of Richton Park, in accordance with the Laws of the State of Illinois, hereby notifies all Bidders that the Village of Richton Park reserves the right to reject any and all Bids, to waive minor informalities or technicalities, to advertise for new bids, or to request confirmation or clarification from any bidder regarding information contained in a bid.

The Village of Richton Park will affirmatively ensure that the contract entered into pursuant to this advertisement will be awarded to a responsible Bidder without discrimination on the ground of race, color or national origin. The lowest and best Bid received will be accepted, but the Village reserves the right to reject any or all Bids received and to waive formalities. No Bid may be withdrawn for a period of thirty (30) days after the bids are received.

Bids shall be received in a sealed envelope addressed to Village of Richton Park, 4455 Sauk Trail, IL 60471, which is marked in the lower left-hand corner EXACTLY as follows:

BID: 22116 Richton Road, Richton Park Building Demolition

SECTION 1.2 - INSTRUCTION TO BIDDERS

A. Submission Requirements:

1. Bids will be received by the [Village of Richton Park](#), hereafter called the "Village", at the time, date and place stated in Section 1.1.
2. Each Bid must be submitted in a sealed envelope, addressed as stated in Section 1.1. Each sealed envelope containing a Bid must be plainly marked on the outside as a Bid for the project listed in Section 1.1. The envelope should bear on the outside the name of the BIDDER, the BIDDER'S address and telephone number and the bid opening date and time. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the [Village of Richton Park](#). Bidders must fully complete and execute Section 1.3 - Form of Proposal, Section - 1.4 - Bid Bond Form or a bid guarantee, and Section 1.5 - Affidavit of Non-Collusion within this document and **SUBMIT THIS ENTIRE DOCUMENT INTACT.**

B. Bid Guarantee:

1. Each Bid shall be accompanied by a bid bond, certified check, bank draft or bank cashier's check in an amount equal to 5% of the Bid.
2. The Village will retain all bid guarantees until the award of the contract has been made, at which time all bid guarantees except for that of the successful bidder shall be released.
3. The bid guarantee of the successful bidder will be retained until the contract is executed and insurance as required has been submitted.

C. Withdrawal, Modification of Bids:

Any Bid may be withdrawn by the Bidder prior to the scheduled time for the opening of Bids upon written request to the Village. If a Bid is withdrawn, the Bidder may resubmit a modified Bid in accordance with these requirements. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within **(30) days** after the actual date of the opening thereof.

D. Bidders Required to Examine Site:

The Bidder shall make a careful examination of the site and Contract Documents and Specifications including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the Work or the nature of the Work to be done. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve the Bidder from any obligation in respect to its Bid.

E. Bidder's Qualifications:

The Village may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish the Village all such information and data for this purpose as the Village may request. The Village reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Village that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

F. Conditional Bids:

A conditional or qualified Bid will not be accepted. All Bids and accompanying data must be submitted in conformity with, be based upon, and be subject to all the requirements of the Contract Documents.

G. Award of Bid:

The Villager intends to award the contract to the low, responsive, responsible Bidder within six (6) calendar days after the date of opening of Bids. The low bid will be determined by the amount for the total work. If a contract is not awarded within Fifteen (15) days after opening of Bids, a Bidder may file a written request with the Village for the withdrawal of its Bid and the Village will then permit such withdrawal. Until the Bid is withdrawn as provided in this Section, the Village may accept the Bid.

H. Applicability of Laws:

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.

I. Definition of Time:

All time limits designated as days within these Documents shall be interpreted to mean Calendar Days unless otherwise specified.

J. Illinois Human Rights Act:

Attention of Bidders is directed to the provisions of the Illinois Human Rights Act of the State of Illinois and particularly the provisions of Section 2-105 thereof, concerning Public Contracts. The Contract, which is to be entered into, shall be conditioned as provided by law.

K. Prevailing Wage Act:

Attention of Bidders is directed to "An Act Regulating Wages of Laborers, Mechanics and Other Workmen Employed under Contracts for Public Work" adopted by the State of Illinois, as amended to date, and in accordance herewith. There shall be paid to each worker engaged in Contract Work, not less than the prevailing wage including fringe benefits as determined by the Illinois Secretary of Labor and adopted by the Village. Bidders shall be subject to any change in rates that may be effective at the time the Contract is awarded.

L. Selection of Labor – Periods of Excessive Unemployment

1. In addition to all other labor requirements set forth in these contract documents, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:
 - a) Selection of Labor: The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.
 - b) Employment During Periods of Excessive Unemployment: The Contractor shall comply with the requirements of 30ILCS 570/3.
 - c) Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent, as measured by the United States Bureau of Labor

Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois labors. "Illinois labor" means any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

- d) Other laborers may be used when Illinois laborers, as defined herein, are not available, or are incapable of performing the particular type of work involved; is so certified by the Contractor and approved by the Engineer.
- e) The Contractor may place no more than three (3) of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.
- f) This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

L. Insurance Requirements:

The Contractor, prior to the execution of the Contract, shall file with the Village a copy of a completed Certificate of Insurance satisfactory to the Village, which shows evidence of current insurance protection against all claims for Worker's Compensation, damages to public or private property, injuries to persons, and all other claims which may arise out of or during the Project and other insurance set forth by the Contract Documents. The policy of insurance shall be in accordance with Section 2.8 of the General Conditions.

M. Reservation of Village's Rights:

The Village reserves the right to reject any and all Bids, to waive any formality or technicality in the Bids, or to continue the letting of the bid from time to time as deemed necessary.

N. Form of Proposal:

1. Bids shall be submitted by completely filling out the Form of Proposal of these Contract Documents and submitting one copy to the Village.
2. Using a typewriter or ink only, the Contractor must fill in all blank spaces in the Form of Proposal of these Contract Documents. Where amounts are given in both words and figures, the words will govern. The signer must initial any erasures or corrections. If there is a discrepancy between the total amount and unit prices, the unit prices will govern.
3. The Bidder must sign the bid forms. If the Bidder is a corporation, the Bid form must bear the name of the corporation, be signed by an officer authorized to bind the corporation and be sealed with the corporate seal.

END OF SECTION

SECTION 1.3 - FORM OF PROPOSAL

TO THE OWNER: Village of Richton Park
4455 Sauk Trail
Richton Park, IL 60471

Contact Person: Leo Hogan
Building commissioner

Email: lhogan@richtonpark.org
Phone: (708) 935-1357

PROPOSAL FROM: _____

Phone: _____
Fax: _____

The work shall include all required demolition, excavation, material hauling, dewatering, backfilling, bituminous pavement removal, curb, & gutter removal and replacement, sidewalk removal and replacement, utility abandonment, restoration and appurtenant construction to complete the demolition of the 22116 Richton Road in the Village of Richton Park. The project is located on Richton road north of Sauk Trail at 22116 Richton Road, Richton Park, IL 60471.

The **Plans**, Specifications and Contract Documents are those prepared by The Village of Richton Park, 4455 Sauk Trail, Richton Park, Illinois 60471, (708) 481-5986, and designated as "**22116 Richton Road.**"

The undersigned declares that he has carefully examined the **Plans**, Specifications, Form of Contract and Contract Bond and that he has inspected the site of the proposed work in detail, familiarized himself as to all local conditions that may affect the proposed work, performance of the Contract, and the detailed requirements for construction, and understanding that, in making this proposal, he waives all rights to plead any misunderstanding regarding same.

The undersigned also understands and agrees that, if this proposal is accepted, he will furnish and provide all necessary tools, machinery, and equipment, all labor and materials required to complete the Contract, and to do all the work, in the manner and at the time as specified, in accordance with the requirements set forth herein.

The undersigned further agrees that if the Village decides to extend or shorten improvements, or otherwise alter the project by extras or deductions by authorized change order (including the elimination of any one or more of the Contract items) as provided in the Specifications, he will perform such altered, increased or decreased work at unit prices established by this proposal or as otherwise provided in the Specifications.

The undersigned further agrees that the Village may, at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials that do not appear in the proposal or contract as a specific item accompanied by a specific price and not included under the bid price for other items of work in the contract, shall be performed as extra work, and that he will accept as full compensation a fixed price negotiated with the Village prior to performing extra work or at a unit price determined in the same manner.

The undersigned further agrees to execute a Contract for this work. The contract shall be executed within **ten (10)** days of the date of the Notice of Award for this Contract to the undersigned.

The undersigned further agrees that he and his surety will execute and present to the Village within the same **five (5)** days after Notice of Award of the Contract, a Contract Bond satisfactory to and in the form prescribed by the Village in the penal sum of one hundred (100%) percent of the full amount of the Contract, guaranteeing the faithful performance of the work and payments in accordance with the terms of the Contract.

The undersigned further agrees to begin the work not later **November 8, 2017** after the approval and execution for the Contract and acceptance of the Contract Bond by the Village, and issuance of a Notice to Proceed, and to prosecute the work continuously and diligently and with sufficient labor, materials and equipment to insure the substantial completion of the work within the time limit of **ten (10)** calendar days and final completion of the work by **thirty (30)** calendar days.

The undersigned further agrees that time is of the essence and will perform the work within the time limit specified herein (or additional time as may have been allowed by the Village via a written extension). The undersigned agrees that the Village shall withhold from such sums as may be due the undersigned under the terms of the Contract, which costs shall not be considered as penalties but rather as damages due the Village from the undersigned by reason of inconvenience, added project costs and costs of engineering and inspection or observation, maintenance of detours and the protection of the health and safety of persons and the environment, and other items which have caused the expenditure of funds resulting from the failure of the undersigned to complete the work within the time limit specified herein.

Accompanying the Proposal is Bid Security in the form of a Bid Bond, Cashier's Check Certified Check or Bank draft complying with the requirements of the Contract Documents made payable to VILLAGE OF RICHTON PARK in the amount of at least **FIVE (5)** percent of the amount of the Bidder's maximum bid price.

The undersigned further agrees that if his Proposal is accepted and shall fail to execute the Contract and provide Contract Bond as required herein, it is hereby agreed that the amount of the Bid Security shall become the property of the Village, and shall be considered as payment for damages due the Village for delay and other causes suffered by the Village because of the failure of the undersigned to execute said Contract and Contract Bond.

The undersigned submits herewith his Stipulated Sum Price covering the work to be performed under this Contract. He understands that he must show a **total price** for which he proposes to perform **all work** related to the demolition of 22116 Richton Road and all accessory structures, decks, sidewalks, driveway, driveway approaches, fallen and marked trees and suburbs and that the extensions must be made by him, and that if not made by him, his proposal may be rejected as irregular.

The undersigned further understands and agrees that each item is to be constructed complete and in place, ready to use, including all material, labor and expendable equipment of every kind and nature necessary to construct, install and perform the same, and that each item shall be constructed in all respects so as to accomplish the same as is intended by the Plans and Specifications.

SCHEDULE OF PRICES ON NEXT PAGE

BID FORM - STIPULATED SUM

A. OFFER

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Village of Richton Park for the above-referenced Project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of

\$ _____, in lawful money of the United States of America.

We have included the Bid security as required by the Instructions to Bidders. All applicable federal taxes are included and State of Illinois, Village of Richton Park taxes are included in the Bid Sum.

All Cash and Contingency Allowances described in these Contract Documents are included in the Bid Sum.

Format and Receipt of Bids

While this is a Lump Sum bid, each bid must provide unit prices for the demolition of a residential structure as well as each of the other components of the bid as noted in the bid sheet. As noted above, the bid should also include an estimate of the amount of material that will be reused or recycled at each property. The Bidder must provide background information about its firm and any subcontractors that will be used, including but not limited to a subcontractor for asbestos removal, air monitoring, waste hauling, and tree removal.

Bidders should review the Program Documents carefully and acknowledge with their bid that all terms of this contract will be met if selected.

BASE PROPOSAL:

Bidder agrees to perform all of the asbestos removal, air monitoring, tree removal, demolition, utility removal work, land restoration work, permitting, and any other work described in the Technical Specifications for the sum of \$ _____ (\$ _____). (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

UNIT PRICES:

The total bid will be used to determine the successful bidder. However, the detail noted below is needed to comply with grant reporting requirements. Also, if any element of the work must be removed from the Project for any reason, the following unit prices shall prevail. These costs should be inclusive of all other costs related to this Project. If the work noted will be performed by a Sub-Contractor, the cost of that Sub-Contractor's work should be noted and the name of the Sub-Contractor provided. If additional work, not listed in the table below, is to be provided, use the "other" category or add additional lines.

	Bid	Responsible Contractor/ Sub-Contractor
22116 Richton Road		
• Air Monitoring		
• Pre-Demolition Asbestos Survey	N/A	Provide by the Village of Richton Park
• Fences		
• Site grading/seeding		
• Materials/waste hauling		
• Use of Village water (if any)		
• Utilities disconnect *Utilities may be disconnected.		Contractor shall visit site and verify that the utilities are disconnected
• Disconnect sewer & water		
• Cook County Permits		The Village will assist in securing the permit so the work can begin on time. The contractor shall include the cost of the permit in his bid.
• Other expenses		
• TOTAL		

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work at the individual property.

Bidder's estimate of the amount and type of material (by weight and/or volume) that will be reused or recycled (must include the salvage of a minimum of \$2,500 of building materials):

Bidder understands that the Village reserves the right to reject any or all bids and to waive any informality in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids. Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal Agreement attached within ten (10) days and deliver a Performance Bond as required by Paragraph 6 of the Agreement for Demolition and Deconstruction Services.

The bid security attached in the sum of _____ (\$ _____) is to become the property of the Village in the event the contract and bond are not executed within the time

(IF AN INDIVIDUAL)

NAME OF BIDDER _____

SIGNATURE _____

ADDRESS _____

(IF A PARTNERSHIP)

FIRM NAME _____

BY _____ (Print)

SIGNATURE _____

ADDRESS _____

Print Names of All Partners

(IF A CORPORATION)

CORPORATE NAME _____

BY _____ (Print)

SIGNATURE _____

ADDRESS _____

ATTEST: _____ Seal
Secretary

DATE: _____

END OF SECTION

SECTION 1.4 - BID BOND FORM

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, _____, as Principal, and _____, as Surety, are hereby and firmly bound unto Village of Richton Park, as Owner, in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns. Signed, this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to Village of Richton Park a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Work described as: 22116 RICHTON ROAD BUILDING DEMOLITION.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract, in the Form of Agreement attached hereto (properly completed in accordance with said Bid), and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Village may accept such Bid; and said Surety does hereby give waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Surety
By _____ SEAL
Attorney-In-Fact

Principal
By _____ SEAL

Title:

Attest:

Secretary:

END OF SECTION

SECTION 1.5 - AFFIDAVIT OF NON-COLLUSION

The undersigned, who has herewith submitted a bid to provide Construction Services in accordance with plans and specifications furnished by the [Village of Richton Park](#) for the [22116 RICHTON ROAD BUILDING DEMOLITION](#) does hereby affirm that he (it) has not entered into any agreement, understanding, or arrangement with any other bidder or prospective bidder or with any other person, firm, or corporation relating to the price named in said proposal or any other proposal, nor has he (it) entered into any agreement, understanding, or arrangement under which any person, firm, or corporation is to refrain from bidding, nor any agreement, understanding, or arrangement for any act or omission in restraint of free competition among bidders. The undersigned further affirms that he (it) is not disqualified by law from contracting with the [Village of Richton Park](#), and that he (it) has not disclosed to any person, firm, or corporation, the terms of this proposal or the price named herein.

Seal

Company

Address

Project Name

Date

Duly Authorized Agent or Officer

Seal

Subscribed and sworn to before me this _____ day of _____, A.D. 20____,

Notary Public

END OF SECTION

SECTION 1.7 – FORM OF CONTRACT

- A. THIS AGREEMENT, made and concluded this _____ day of _____, 20____, between the [Village of Richton Park](#) known as the party of the first part, and Village, and _____ his/their executors, administrators, successors or assigns, known as the party of the second part.

- B. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the plans of this agreement and requirements of the Engineer under it.

- C. And it is also understood and agreed that the Notice to Contractors, Instructions to Bidders, Detailed Specifications, Form of Proposal and Contract Bond hereto attached, and the [Specifications](#) for [22116 RICHTON ROAD BUILDING DEMOLITION](#) prepared by THE VILLAGE of Richton Park last dated [August 2017](#) are all essential documents of this Contract and are a part hereof.

- D. IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

For the Village of Richton
Party of the First Part [Village of Richton Park](#)_____

Attest: _____ By _____
Executive Director

For the Contractor (If a Corporation)
Party of Second Part Corporate Name

By _____
President, Party of the Second Part

Secretary (Corporate Seal)

END OF SECTION

SECTION 1.8 – FORM OF CONTRACT BOND

KNOWN ALL MEN BY THESE PRESENTS, That we _____ a corporation organized under the laws of the State of _____ and licensed to do business in the State of Illinois, as Principal, and _____ a corporation organized and existing under the laws of the State of _____, with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto [Village of Richton Park](#), State of Illinois, in the penal sum of _____ Dollars (\$_____), lawful money of the United States, well and truly to be paid unto said [Village of Richton Park](#), for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with an Owner which is [Village of Richton Park](#), for the construction of the work known as [22116 RICHTON PARK](#), which contract hereby is referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said 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 and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall 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 THEREOF, If the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said 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 the performance thereof and until the said work shall have been accepted, and shall hold the aforesaid Village and its or his agents harmless on account of any such damages, and shall in all respects fully and faithfully comply with all provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

SECTION 1.9 – DBE UTILIZATION PLAN FORMS

SEE ENCLOSED SHEETS

END OF SECTION

SECTION 2.1 – DEFINITIONS

Wherever in the Contract Documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

- A. Access Route: The designated road, path or route the Contractor must use for gaining access to the worksite.
- B. Calendar Day: Every day shown on the calendar.
- C. Contract Documents: The documents entitled ", [Village of Richton Park Construction Contract Documents and Specifications](#)".
- D. Contractor: The individual, firm, partnership or corporation contracting with the Village for performance of prescribed work.
- E. Owner: [Village of Richton Park](#)
- F. Extra Work: An item of work not provided for in the Contract as awarded but found essential to the satisfactory completion of the Contract within its intended scope as determined by the Village.
- G. Construction Observer: The authorized representative of the Engineer assigned to make detailed observation of any or all portions of the work or material therefore.
- H. Pay Item: A specifically described unit of work for which a price is provided in the Contract.
- I. Project: [VILLAGE OF RICHTON PARK](#)
- J. Work: Work shall mean the furnishing of all labor, materials, equipment and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed by the Contractor.

SECTION 2.2 – LOCATION AND DESCRIPTION OF THE PROJECT

A. Project Location

The project is located on Richton Road north of Sauk Trail at address 22116 Richton Road, in the Village of Richton Park, IL.

B. Project Description

The work shall include all required demolition, excavation, material hauling, dewatering, backfilling, bituminous pavement removal of sidewalk removal and replacement, utility abandonment, restoration and appurtenant construction to complete the demolition of the residential building and all accessory structures in the Village of Richton Park. The project is located on Richton Road north of Sauk Trail at 22116 Richton Road, Richton Park, IL 60471.

SECTION 2.3 – PROJECT SCHEDULE

A. Start Date

1. Work must start no later than November 7, 2017.
- 2.

B. Completion Date

1. The Contractor shall substantially complete the Work within the time limit of [forty five \(45\)](#) calendar days from the time the Notice to Proceed has been issued. Final completion of

the work shall be sixty (60) calendar days after issuance of the Notice to Proceed.

2. The Contract completion period may be extended only by written authorization of the Village.

B. Progress Schedule

1. If the Contractor's progress is materially affected by changes which become necessary in the best interests of the Project due to circumstances not known at the time the Contract was entered into or arising thereafter, or if the Contractor has failed to comply with its approved progress schedule, the Contractor shall submit a revised project schedule within seven (7) calendar days, which schedule shall show how the Contractor proposes to prosecute the balance of the work. The Contractor shall make every progress schedule submitted consistent with all Contract requirements regarding the order of performance of portions of the Work. No payment will be made to the Contractor while the Contractor is delinquent in the submission of a progress schedule.
2. Contractor shall use all practicable means to make the progress of the Work conform to that shown on the progress schedule which is in effect. If the Contractor falls behind the scheduled progress, the Contractor shall take such steps as may be necessary to improve progress. In the event of failure to do so, the Engineer may require the Contractor to Increase any or all of the Contractor's forces, shifts, days or hours of work, and construction plan so as to improve progress as required by the schedule, all without additional cost to the Village.

C. Additional Project Costs

1. Should the Contractor fail to perform the work within the period (s) of time stipulated in the Agreement, the Contractor shall pay to the Village, the Village's costs incurred resulting from the failure to complete the work within the time specified, unless the contract time is extended by the Owner.
2. The Owner shall have the right to withhold from such sums as may be due to the Contractor under the terms of the contract, which costs shall not be considered as penalties but rather as damages due the Village from the Contractor by reason of inconvenience, added project costs and costs of engineering and inspection or observation, maintenance of detours and the protection of the health and safety of persons and the environment, and other items which have caused the expenditure of funds resulting from the failure of the undersigned to complete the work within the time limit specified.

SECTION 2.4 – PROTECTION OF EXISTING FEATURES ADJACENT TO THE WORK AREA

- A. The Contractor shall preserve and protect all existing trees, shrubs, plantings, fences, sidewalks, pavement surfaces and property survey monuments adjacent to the work area. Any required protection of existing features shall be considered incidental to the Contract. Any damage to existing features adjacent to the work area shall be repaired and replaced to the satisfaction of the respective Village at the Contractor's expense.
- B. The Contractor shall preserve and protect all permanent survey markers including private property corner markers, section or quarter section monuments, and permanent benchmarks. Markers or monuments necessarily moved as a result of construction, or otherwise damaged by the Contractor shall be replaced at the Contractor's expense by a land surveyor registered in the State of Illinois.

SECTION 2.5 – RESIDENT NOTIFICATION

- A. The Contractor shall develop and distribute informational letters to residents/business owners pertaining to the Work and shall include all information and instructions pertaining to adverse effects to residences/business owners resulting from the work.

SECTION 2.6 – LIMITATION OF LIABILITY

- A. The Contractor affirmatively represents that the Contractor is skilled and experienced in the use and interpretation of Specifications such as those included in the Contract Documents. Further, the Contractor also affirmatively represents that the Contractor has carefully reviewed the Specifications of this Contract and has based the Contractor's bid solely on these Documents, not relying in any way on any explanation or interpretation, oral or written, from any other source. Unless the Contractor shall give written notice to the Engineer of any ambiguities contained in the Specifications prior to the submission of the Contractor's Bid, the Contractor agrees that it shall be conclusively presumed that the Contractor has exercised the Contractor's skill and experience and found the Specifications sufficient and free from ambiguities, errors, or omissions for the purpose of determining the Contract Bid Price for the performance of the Work in conformity with the Specifications.
- B. If the Contractor is required to do Extra Work not shown in the Contract Documents or which the Contractor could reasonably not have been expected to discover by exercising the Contractor's skill and experience, an equitable adjustment in the Contract Bid Price will be made.
- C. Further, the Contractor affirmatively agrees to indemnify and save harmless the Village, the Engineer, the Village of Richton Park, and their agents and consultants from all consequential and incidental damages the Contractor may suffer with respect to any act of professional negligence associated or connected with Specifications from which the Contractor prepared the Contract Bid Price. The Contractor further agrees to obtain from the Contractor's Subcontractor(s) as a condition precedent to their performance, a like limitation of liability of the Village, the Engineer, the Village of Richton Park, and their agents and consultants for consequential and incidental damages which may be suffered by the Contractor and Subcontractor(s) in connection with the Contract Bid Price.
- D. It is understood and agreed between the parties hereto that this limitation of liability clause shall be confined in application to only those matters affecting the Contract Bid Price and shall not affect any party's liability for personal injury or property damage arising or resulting from the sole negligence of any party, their agents, or employees.

SECTION 2.7 – INDEMNIFICATION

- A. To the greatest extent permitted by law, the Contractor agrees to indemnify, defend, and save harmless the Owner, the Village of Richton Park, and the Engineer, their consultants, agents and employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the Owner, the Village of Richton Park, and the Engineer, their consultants, agents and employees for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of the Work, whether such injuries to person or damage to property is due or claimed to be due to the negligence of the Contractor, the Subcontractor(s) of the Contractor, the Owner, the Engineer, the Village of Richton Park, and their consultants, agents, and employees, except only such injury or damage as shall have been occasioned by the sole negligence of the Owner, the Engineer, the Village of Richton Park, and their agents and/or consultants, or employees, whether alone or in combination.
- B. Responsibility for Damage Claims: The Contractor shall indemnify and save harmless the Owner,

the Engineer, the Village of Richton Park, their officers, employees and agents, from all suits, actions or claims of any character including the cost of defense and attorneys fees brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of said Contractor; or on account of, or in consequence of, any neglect in safeguarding the Work by the Contractor; or through the use of unacceptable materials in constructing the Work by the Contractor; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered for any infringement of patent; trademark or copyright by the Contractor or the materials it supplied, or from any claims or amounts arising or recovered under the "Worker's Compensation Act," or any other law, ordinance, order or decree; and so much of the money due said Contractor under and by virtue of the Contract as shall be considered necessary by the District for such purposes may be retained for the use of the Village; or in case no money is due, the Contractor's surety shall be held until such suits, actions or claims have been settled and suitable evidence to that effect furnished to the Villager.

SECTION 2.8 – INSURANCE

A. Insurance Required Of The Contractor:

1. Prior to commencement of the Work, the Contractor shall purchase and maintain during the term of the Project such insurance as will protect the Contractor, the Owner and the Engineer from claims arising out of the Work described in this Contract and performed by the Contractor, Subcontractor(s) or Sub-subcontractor(s) consisting of:
2. Workers' Compensation insurance including Employer's liability to cover employee injuries or disease compensable under the Worker's Compensation Laws of Illinois; disability benefit laws, if any; or Federal compensation acts if applicable. Self-insurance plans approved by the regulatory authorities in Illinois in which Work on this Project is performed are acceptable.
3. Comprehensive General Liability insurance to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures:
 - a) All premises and operations.
 - b) Contractor's Protective coverage for independent Contractors or Subcontractors employed by the Contractor.
 - c) Contractual Liability for the obligation assumed in the Indemnification and Hold Harmless Agreement in this Contract.
 - d) Personal Injury Liability endorsement with no exclusions pertaining to employment.
 - e) Products and Completed Operations coverage. This coverage shall extend through the Contract guarantee period.
4. Comprehensive Automobile Liability insurance to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned and hired vehicles.
 - a) In light of standard policy provisions concerning (1) loading and unloading and (2) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written

by the same insurance carrier, though not necessarily in one policy.

B. Limits of Liability

The required limits of liability for insurance coverage required under "Insurance required of the Contractor" above shall be not less than the following:

1. Workers' Compensation:

Coverage A - Compensation	Statutory
Coverage B - Employer's Liability	\$500,000.00

2. Comprehensive General Liability:

General Aggregate	\$1,000,000.00
(Except Products – Completed Operations)	
Products – Completed Operations Aggregate	\$1,000,000.00
Personal and Advertising Injury	
(Per Person/Organization)	\$1,000,000.00
Each Occurrence	
(Bodily Injury and Property Damage)	\$1,000,000.00
Property Damage - Each Occurrence	\$500,000.00
Property Damage - Aggregate	\$500,000.00
Combined single limit	\$1,000,000.00

3. Comprehensive Automobile Liability:

Bodily Injury - Each Person	\$1,000,000.00
Bodily Injury - Each Occurrence	\$1,000,000.00
Property Damage - Each Occurrence	\$500,000.00
Combined single limit	\$2,000,000.00

4. Contractual Endorsement

General Aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00
(Bodily Injury and Property Damage)	

C. Insurance – Other Requirements

1. Notice of Cancellation or Intent Not to Renew:

- a) Policies will be endorsed to provide that at least 30 days written notice shall be given to the Owner, the Village of Richton Park, and to the Engineer of cancellation or of intent not to renew.

2. Evidence of Coverage:

- a) Prior to commencement of the Work, the Contractor shall furnish to the Village, Certificates of Insurance evidencing insurance in force during the period of contract. The Village reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies," and be so designated. The acceptance and filing by the Engineer or the Owner of a Certificate or Certificates of Insurance disclosing coverage which does not meet the requirements of these specifications shall not constitute a waiver of those requirements by the Village nor operate to release the Contractor from the

obligation to provide the required insurance coverage. If the form of insurance is claims made, the Contractor shall provide evidence of continued insurance for a period of two years after completion of all work on the project, including work during the warranty period.

3. Qualification of Insurers:
 - a) In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall have a financial rating not lower than XII and a policyholder's service rating no lower than A as listed in A.M. Best's Key Rating Guide, current edition.
 - b) Companies with ratings lower than A: XII will be acceptable only upon written consent of the Villager.
4. Subrogation Clause:
 - a) The following subrogation clause shall appear in all policies of insurance. "Subrogation Clause - It is hereby stipulated that this insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any part for loss occurring to the property described herein."
5. Owner and Engineer Named as Additional Insured:
 - a) All required insurance shall include the Owner of Richton Park, [Village of Richton Park](#), and Clark Dietz, Inc. as additional insureds or provide separate equivalent coverage with an Owner's Protective Policy.

SECTION 2.9 – DISPOSAL OF MATERIAL

- A. The Contractor, at his/her expense, shall dispose of all materials, removed during construction operations, off-site in a manner that public or private property will not be endangered, and in accordance with all applicable Federal and State laws, local laws, ordinances and regulations. All fees associated with disposal shall be considered incidental to the contract.
- B. The Contractor is required to attain the services of a 3rd party soils engineer to perform any required soils analysis necessary for the proper classification and disposal of soils from the project. As a result of the analysis, the 3rd party Soils Engineer will provide all executable permit forms to the Contractor to obtain the necessary approvals for CCDD disposal.
- C. Any material that is rejected from the approved CCDD fill facility will be re-tested and classified as a Non-Special Waste or Special Waste in accordance with Article 669 of the Highway Specifications. All costs for the 3rd party Soils Engineer to re-classify the material and obtain the necessary permits to haul the material to the approved appropriate fill facility shall be handled directly by the Contractor and shall be inclusive to lump sum bid price for the project.
- D. This work for acquiring of the 3rd party soils engineer will not be paid for separately but will be considered as included in the lump sum price for the project and no additional compensation will be allowed.
- E. All waste materials shall be hauled off-site to a site of the Contractor's choice. Cost of disposal of same will be included in the contract cost and not be paid for by the Village as a separate item.

SECTION 2.10 - AUTHORITY OF ENGINEER

- A. N/A

SECTION 2.11 - CONTRACTOR'S RESPONSIBILITY FOR WORK

- A. All work shall be done to the Village's satisfaction. The Village shall decide all questions which arise as to the quality and acceptability of work performed, manner of performance, rate of progress of the Work, interpretation of the Contract Documents, acceptable fulfillment of the Contract, and compensation. The Village Building Commissioner's decision shall be final and shall be a condition precedent to the right of the Contractor to receive money due the Contractor under the Contract.
- B. The Village will notify the Contractor in writing if the Work is to be suspended wholly or in part due to the failure of the Contractor to carry out provisions of the Contract; for failure to carry out orders; for such periods as the Village may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the Work or for any other condition or reason deemed to be in the public interest.
- C. The Work shall be under the charge and care of the Contractor until final acceptance by the Owner. The Contractor shall assume all responsibility for injury or damage to the Work by action of the elements or from any other cause whatsoever, and shall rebuild, repair, restore and make good, at the Contractor's expense, all injuries or damages to the Work.
- D. In case of suspension of work from any cause whatever, the Contractor shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the Project, provide for normal drainage, and shall erect any necessary temporary structures, signs or other facilities at the Contractor's expense.
 - 1. During such period of suspension of work, the Contractor shall properly and continuously maintain, in an acceptable growing condition, all living material in newly established planting, seeding and sodding furnished under the Contract and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

SECTION 2.12 - SITE ACCESS

- A. Any damage or derogation of private property caused by the Contractor's operations along the access route shall be repaired to the satisfaction of the property Owner at the Contractor's expense.
- B. It is the intent of the Village that construction operations be confined to the extent practicable. The Contractor may utilize the construction area as necessary. Any damage or derogation of private property caused by the Contractor's operations shall be repaired to the satisfaction of the property Village at the Contractor's expense.

SECTION 2.13 - POLLUTION PROTECTION

- A. The Contractor shall take sufficient precautions to prevent pollution with fuels, oils, or other harmful materials.

SECTION 2.14 – GUARANTEE PERIOD

- A. The Contractor shall warrant all WORK performed for a period for one (1) year from date of final acceptance in writing by the Village. In case of acceptance of a part of the WORK for use or occupancy prior to final acceptance of the entire WORK, the guarantee for the part so accepted

shall be for a period of one (1) year from the date of such partial acceptance, in writing, by the Village.

END OF SECTION

PART 3 – ASBESTOS TESTING RESULTS

SEE ENCLOSED SHEETS

END OF SECTION

SECTION 4.1 – GENERAL

A. Scope of Work:

The work shall include all required demolition, excavation, material hauling, dewatering, backfilling, removal of foundation including the footings., sidewalk removal, driveway stone and approach, utility abandonment if required, restoration and appurtenant construction to complete the demolition of the 22116 Richton Road in the Village of Richton Park. The project is located along Richton Road north of Sauk Trail at 22116 Richton Road, Richton Park, IL 60471.

B. Codes and Standards:

1. All work associated with the removal of water main or water services shall be in general conformance with "Standard Specifications for Water and Sewer Construction in Illinois", latest edition, herein after referred to as the "Standard Specifications". The General Requirements and Covenants of the Standard Specifications shall apply to this project.
2. All work associated with roadway removal, reconstruction, and restoration shall be in general conformance with the State of Illinois, Department of Transportation, "Standard Specifications for Road and Bridge Construction in Illinois", the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", the "Standard Specifications for Traffic Control Items", and "Supplemental Specifications and Recurring Special Provisions", all latest edition in effect on the date of invitation to bid, hereinafter referred to as the "Highway Specifications".
3. Erosion control practices will be constructed in accordance with "Standard Specifications for Soil Erosion and Sediment Control" as contained in IEPA/WPPC/87-012, or current edition.
4. [Village of Richton Park Ordinances.](#)
5. CONTRACTOR shall:
 - a) Perform work in accordance with best present day installation and manufacturing practices; conform to safety and health standards of the Department of Labor, Occupational Safety and Health Administration (OSHA).
 - b) Comply with all applicable laws, building and construction codes and requirements of governmental agencies under whose jurisdiction work is being performed; CONTRACTOR shall pay fees for permits and licenses.
 - c) Unless specifically noted to contrary, comply with and test in accordance with applicable sections of latest revisions of codes and standards listed in specifications.
6. Conflicts:
 - a) If there are conflicts between referenced codes and standards, the code or standard establishing the more stringent requirements shall be followed.
 - b) If there are conflicts between referenced codes and standards and specifications and/or plans, the one establishing the more stringent requirements shall be followed.

C. Permits/Submittals:

1. Permit applications have been made to the following listed agencies for permits to construct this project. The CONTRACTOR shall be responsible for all work in accordance with the terms and conditions of all permits as issued.
 - a) N/A
2. Contractor shall be responsible for submitting a detailed construction scheduling plan at the preconstruction meeting, including:
 - a) A traffic control plan illustrating any lane and/or road closures using barricades, signs, flags, and lights as may be necessary to protect the Work and safeguard local traffic.
3. The CONTRACTOR shall be responsible for obtaining all appropriate bonds to construct the project.

D. Delivery, Storage, and Handling

1. Extreme care should be used in the handling, storage, and installation of any and all equipment and materials associated with this Section to prevent damage or distortion of the necessary materials and appurtenances to insure proper performance after installation.
 - a) Materials or appurtenances that are damaged will not be accepted.
 - b) Delivery of materials to the site should be such that there is no interruption to work in progress.
 - c) All materials should be stored in a location where it will not be subject to damage, as well as to permit easy access for inspection and identification. The CONTRACTOR shall be responsible for storing all material and equipment properly and safely.
 - d) Storage space will not be provided by the OWNER. Prior to storing any item on private property, the CONTRACTOR shall provide the Village of Richton Park with copies of the agreement with the property Owner.

E. Utilities for Construction

1. CONTRACTOR shall provide and maintain sanitary facilities as needed for construction personnel for the duration of this project and shall remove facilities upon completion of the work.
2. Water may be made available, at no cost to the CONTRACTOR, by the VILLAGE OF RICHTON PARK at points to be determined by the VILLAGE OF RICHTON PARK. The CONTRACTOR will be required to obtain and install water meter(s) from the VILLAGE OF RICHTON PARK, and meter all water used for construction. Cost for installation and removal of all metering facilities shall be incidental to the contract at no additional cost to the Village. OWNER'S representative (the Village of Richton Park) will be present during opening and closing of valves while filling, and it is the CONTRACTOR's responsibility to contact the Village a minimum of 24 hours prior to any closing of valves. A backflow preventer shall also be supplied and installed by the Contractor while using the Village water.

F. Public Convenience and Safety

1. It is of the utmost importance that the CONTRACTOR and all sub-contractors maintain good public relations with the general public throughout all phases of construction on this project, in accordance with the applicable portions of Article 107.09 of the Highway Standards.
2. It shall be the CONTRACTOR'S responsibility to notify all involved [residents and/or business Owners](#) of any anticipated closures of the roadways, driveway, approaches, and sidewalks; also to notify them of any interruptions to their utilities.
 - a) CONTRACTOR shall make every effort to contact [residents and/or business Owners](#) to insure that no vehicles are trapped in driveways during construction.
 - b) If any [residents and/or business Owners](#) are inadvertently stranded after removal operations have commenced, the CONTRACTOR shall cooperate with the vehicle Owner to effect the removal of the vehicle.
3. Prior to commencing construction operations on streets where "on-street parking" is permitted, the CONTRACTOR shall post "No Parking" signs in conspicuous locations at frequent intervals, on both sides of the street.
 - a) These signs shall be posted no later than 3:00 P.M. on the day preceding the proposed commencement of the CONTRACTOR'S operations.
 - b) The "No Parking" signs shall give the date and hours of the parking restrictions.
 - c) The signs shall be posted on a daily basis as required by the CONTRACTOR'S operations.
 - d) Whenever possible, parking will be allowed overnight, on weekends and on holidays as long as this does not hamper the CONTRACTOR'S operations.
4. Before leaving the site at the close of work each day, the CONTRACTOR shall ensure that all hazards to the traveling public are protected. All barricades shall be maintained so that they are clean, and all lights are working.
5. If at anytime during construction it becomes necessary to close the street to through traffic, it shall be the CONTRACTOR'S responsibility to notify 24-hours in advance in this order: [The Richton Park Fire and Police Department, Richton Park Village Hall, Richton Park School District](#).
 - a) Re-notification shall be required when the roadway is re-opened to traffic.
 - b) In the event of an emergency vehicle requiring passage, the CONTRACTOR shall halt all construction activities and direct traffic as necessary to allow the emergency vehicle to pass through the construction zone without delay.
 - c) No overnight lane closures shall be permitted during construction.
6. If any existing public utility facilities are damaged, or discovered to be malfunctioning, or require relocation or replacement, it shall be the CONTRACTOR'S responsibility to notify the proper authority of the affected utility of the situation.

7. [The Contractor may start work at 7:00 AM and work until 7:00 PM, Monday through Friday. Work may start at 8:00 AM and go until 5:00 PM, Saturday through Sunday.](#)
8. No compensation will be allowed for these requirements but will be considered incidental to the cost of the Contract.

G. Waste Sites:

1. See Section 2.9.
2. Contractor shall prevent spoils from entering the downstream sewer sections. If any spoils inadvertently enter the sewer(s), the Contractor shall immediately remove these spoils from the sewer system and transport to a dumpsite of the Contractor's choice in a legal manner.

H. Line and Grade:

1. N/A.

I. Sanitary Facilities and Rubbish Control:

- a) The CONTRACTOR shall provide and maintain sanitary facilities as needed for construction personnel for the duration of this project and shall remove facilities upon completion of the work.
- a) The facility shall be approved by the Village and shall be kept in a clean and sanitary condition.
- b) The facilities shall be removed immediately upon the completion of the work.
- c) During construction, the premises shall be kept clean of rubbish, paper and other debris.
- d) A suitable refuse container shall be provided in the vicinity of the parking area for disposal of lunch wrappings and garbage.
- e) The refuse container shall be emptied regularly and be removed immediately upon the completion of the work.

J. Construction Safety:

1. The CONTRACTOR shall take all precautions necessary to protect the general public and his workmen from hazardous locations that might occur within the limits of the project.

K. Equipment on Pavement and Structures:

1. All pavement and structures within the project area shall be protected from damage due to construction traffic in accordance with Article 107.16 of the Highway Standards. All construction traffic shall travel only on streets where [water main](#) is being constructed or as directed by the Village.
2. Any pavement damaged due to negligence of the CONTRACTOR shall be repaired, as directed by the Village, at no cost to the Village.

L. Measurement and Payment:

1. Payment for all Work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials and performance of all operations relative to construction of this project, will be made as a percentage of work completed as agreed upon by the Owner and Contractor.
2. The Village reserves the right to alter the Drawings, modify incidental work as may be necessary, and increase or decrease quantities of work to be performed in accord with such changes.
 - a) Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof.
 - b) A supplemental agreement between the CONTRACTOR and the VILLAGE will be required when such changes involve a net increase or decrease in the total contract amount.
3. Quantities necessary to complete the Work as shown on the Drawings or as specified herein shall govern over those shown in the Proposal.
 - a) The CONTRACTOR shall take no advantage of any apparent error or omission in the Drawings or Specification, and the ENGINEER shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.

SECTION 4.2 – PAYABLE ITEMS

STRUCTURE DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Demolishing designated structures.
 2. Demolishing designated foundations.
 3. Demolishing designated slabs-on-grade.
 4. Disconnecting and capping designated utilities.
 5. Protecting items designated to remain.
 6. Removing demolished materials.

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. ASTM International:
1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
 2. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
 3. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
- C. American Association of State Highway and Transportation Officials:

1. AASHTO M147 - Standard Specification for Materials for Aggregate and Soil-Aggregate Subbase, Base and Surface Courses.
2. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

D. ASTM International:

1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
3. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
4. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
5. ASTM D4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.3 PRECONSTRUCTION MEETING

A. The Village will schedule and preside over meeting after issuance of the Notice of Award.

B. Attendance Required: Village, Resident Project Representative, appropriate governmental agency representatives, Construction Manager, major Subcontractors, and Contractor.

C. Minimum Agenda:

1. Execution of Owner-Contractor Agreement.
2. Submission of executed bonds and insurance certificates.
3. Distribution of Contract Documents.
4. Submission of list of Subcontractors, list of products, schedule of values, and Progress Schedule.
5. Designation of personnel representing parties in Contract.
6. Communication procedures.
7. Procedures and processing of requests for interpretations, field decisions, field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
8. Scheduling.
9. Critical Work sequencing.
10. Scheduling activities.

D. Village: Record minutes and distribute digital copies to participants within seven days after meeting.

1.4 SEQUENCING

A. Contractor shall provide a document displaying and describing the sequence activities to demolish the existing building.

1.5 SCHEDULING

A. Schedule Work to shall commence no later than November 7, 2017 after issuance of the Notice to Proceed.

B. Describe demolition removal procedures and schedule.

C. The Contractor may start work at 7:00 AM and work until 7:00 PM, Monday through Friday. Work may start at 8:00 AM and go until 5:00 PM, Saturday through Sunday.

1.6 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.
- C. Attendance Required: Job superintendent, major Subcontractors/Contractors and suppliers, and Owner, as appropriate to agenda topics for each meeting.
- D. Minimum Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems impeding planned progress.
 - 5. Review of submittal schedule and status of submittals.
 - 6. Review of off-Site fabrication and delivery schedules.
 - 7. Maintenance of Progress Schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress.
 - 11. Maintenance of quality and work standards.
 - 12. Effect of proposed changes on Progress Schedule and coordination.
 - 13. Other business relating to Work.
- E. Contractor shall record minutes and distribute electronic copies to participants within seven days after meeting.

1.7 SUBMITTALS

- A. Shop Drawings: Indicate:
 - 1. Demolition and removal sequence and location of salvageable items.
 - 2. Grading plan for post demolition site to verify proper overland drainage path.
 - 3. Location and construction of barricades, fences, and temporary Work.
 - 4. Aggregate materials type and source.
 - 5. Top soil materials type and source.
 - 6. Seed materials type and source.
- B. Delegated Design Submittals: If necessary, submit signed and sealed Shop Drawings with design calculations and assumptions for bracing, shoring, and underpinning.
- C. Furnish six inches of top soil material from single source throughout the Work.
- D. Materials Source: Submit name of imported top soil materials source.
- E. Manufacturer's Certificate: Certify Products meet or exceed specified requirements for top soil.
- F. Furnish each aggregate material from single source throughout the Work.
- G. Perform Work in accordance with State of Illinois Department of Transportation standards.
- H. Existing Building Documentation: Submit the following for existing buildings indicated to remain.
 - 1. Photographic survey indicating conditions before, during, and after demolition Work.

- I. Permits: Submit copies of permits required by regulatory agencies for demolition and sidewalk and street closings.
- J. Qualifications Statements:
 - 1. Submit qualifications for demolition firm and licensed professional.

1.8 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Accurately record actual locations of capped utilities, and subsurface obstructions.

1.9 CLOSEOUT MEETING

- A. Schedule Project closeout meeting with sufficient time to prepare for requesting Substantial Completion. Preside over meeting and be responsible for minutes.
- B. Attendance Required: Owner, Resident Project Representative, appropriate governmental agency representatives, Construction Manager, major Subcontractors, and Contractor.
- C. Notify Architect/Engineer seven days in advance of meeting date.
- D. Minimum Agenda:
 - 1. Contractor's inspection of Work.
 - 2. Contractor's preparation of an initial "punch list."
 - 3. Procedure to request Architect/Engineer inspection to determine date of Substantial Completion.
 - 4. Completion time for correcting deficiencies.
 - 5. Inspections by authorities having jurisdiction.
 - 6. Partial release of retainage.
 - 7. Final cleaning.
 - 8. Preparation for final inspection.
 - 9. Closeout Submittals:
 - a. Project record documents.
 - b. Operating and maintenance documents.
 - c. Operating and maintenance materials.
 - d. Affidavits.
 - 10. Final Application for Payment.
 - 11. Contractor's demobilization of Site.
- E. Record minutes and distribute digital copies to participants within seven days after meeting.

1.10 QUALITY ASSURANCE

- A. Perform Work according to State of Illinois, Cook County, and Village of Richton standards and ordinances.
- B. Conform to applicable building, residential, property maintenance, accessibility, plumbing, electric, mechanical, storm water, and fire codes for demolition of structures, safety of adjacent structures, dust control, runoff control, and disposal.
- C. Conform to applicable codes for procedures when hazardous or contaminated materials are discovered.
- D. Permits: Obtain required permits from authorities having jurisdiction.
- E. Maintain one copy of all permitting documents on-Site.

- F. Furnish each **topsoil** material from single source throughout the Work.
- G. Perform Work in accordance with **State of Illinois Department of Transportation standards and Standard Specifications for Water and Sewer Construction in Illinois, latest editions.**

1.11 QUALIFICATIONS

- A. Demolition Firm: Company specializing in performing Work of this Section **with minimum two (2) years' documented experience.**

1.12 EXISTING CONDITIONS

- A. Buildings indicated to be demolished will be vacated before start of Work.
- B. Owner assumes no responsibility for actual condition of buildings to be demolished.
- C. Notify Owner upon discovery of hazardous materials.
- D. Do not sell demolished materials on-Site.

PART 2 PRODUCTS

2.1 FILL MATERIALS

- A. Fill Material: Trench Backfill as outlined in Section 208 of the Illinois Standard Specifications for Road and Bridge Construction, Latest Edition.
- B. Topsoil as outlined in Section 211 of the Illinois Standard Specifications for Road and Bridge Construction, Latest Edition.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine existing buildings indicated to be demolished before demolition.
- B. Determine where removals may result in structural deficiency or unplanned building collapse during demolition. Coordinate demolition sequence and procedures to prevent structures from becoming unstable.
- C. Determine where demolition may affect structural integrity or weather resistance of adjacent buildings indicated to remain.
 - 1. Identify measures required to protect buildings from damage.
 - 2. Identify remedial Work including patching, repairing, bracing, and other Work required to leave buildings indicated to remain in structurally sound, weathertight, and watertight condition.
- D. Verify hazardous material abatement is complete before beginning demolition.
- E. Existing Building Documentation
 - 1. Document condition of adjacent structures and buildings indicated to remain.

2. Make arrangements with building owners and occupants to survey interior and exterior of existing buildings.
3. Submit two CD copies with photographs in individual files; jpeg format.
 - a. Identify photographs with date, time, orientation, and Project identification.
4. Deliver digital files to Owner with Project record documents with thumbnails; catalog and index thumbnails with table of contents.
5. Video Recording:
 - a. Submit two DVD copies of video record.
 - b. Deliver recording to Owner with DVDs identified on face with date, time, and Project identification.

3.2 PREPARATION

- A. Call local utility line information service (JULIE Illinois) at 811 not less than three working days before performing Work.
 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Notify affected utility companies before starting Work, and comply with utility's requirements.
- C. Do not close or obstruct roadways, sidewalks, or hydrants without permits or prior approval. Any and all required traffic control shall be provided by the Contractor. All equipment necessary to complete this item shall be in accordance with all applicable parts of Section 107 and 700 of the Highway Specifications and the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways and the requirements of the [Village of Richton Park](#).
- D. Erect and maintain temporary barriers and security devices at locations indicated, including warning signs and lights, and similar measures, for protection of the public, Owner, and existing improvements indicated to remain.
- E. Protect existing landscaping materials, trees, appurtenances, structures, and buildings indicated to remain.
- F. The Contractor shall provide inlet filters at storm sewer inlets near the construction operations protecting all storm structures and pipes from sedimentation and debris during construction. Materials shall be filter fabric in accordance with Section 1080 of the Highway Standards.
- G. Prevent movement or settlement of adjacent structures. Provide bracing and shoring.
- H. Test soils around demolition area prior to removal for contamination.

3.3 DEMOLITION

- A. General:
 1. Use of explosives is not permitted.
 2. Conduct demolition to minimize interference with adjacent structures, building, and businesses.
 3. Cease operations immediately when adjacent structures appear to be in danger. Notify the proper authorities. Do not resume operations until directed.
 4. Conduct operations with minimum interference to public or private accesses to occupied adjacent structures. Maintain continuous egress and access from adjacent structures.
 5. Obtain written permission from adjacent property owners when demolition equipment will traverse, infringe upon, or limit access to their property.
 6. Sprinkling:
 - a. Sprinkle Work with water to minimize dust.
 - b. Provide hoses and water connections required for this purpose.

- B. Capped Utilities:
 1. Disconnect, remove, and cap designated utilities to the property line.
 2. Identify utilities at termination of demolition.
 3. Record termination or capped location on Record Documents.
- C. Completely remove foundation walls and footings below finished grade.
- D. Completely remove all asphalt pavements on the property up to the property lines. Pavement shall be saw-cut at the property line to provide a clean edge and for proper removal of the asphalt.
- E. Completely remove concrete slabs-on-grade, stoops, and sidewalks surrounding the building.
- F. Remove existing light post and base behind the building.
- G. Backfill areas excavated and open pits and holes resulting from demolition according to the Illinois Standard Specifications for Road and Bridge Construction Sections 208.
- H. Grade and compact areas affected by demolition to maintain Site grades and contours and accommodate subsequent construction operations.
- I. Continuously clean up and remove demolished materials from Site. Do not allow materials to accumulate on-Site.
- J. Do not burn or bury materials on-Site; leave Site in clean condition.

3.4 EXCAVATION

- A. Stockpile excavated material meeting requirements for subsoil materials and topsoil materials.
- B. Remove excess excavated materials, subsoil, and topsoil not intended for reuse, from site.
- C. Remove excavated materials not meeting requirements for subsoil materials, and topsoil materials from site.

3.5 STOCKPILING

- A. Stockpile materials on site **at locations designated by the Village of Richton Park.**
- B. Stockpile in sufficient quantities to meet Project schedule and requirements.
- C. Separate differing materials with dividers or stockpile apart to prevent mixing.
- D. Prevent intermixing of soil types or contamination.
- E. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.
- F. Stockpile unsuitable or hazardous materials on impervious material and cover to prevent erosion and leaching, until disposed of.

3.6 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

3.7 RESTORATION

- A. Per specification 3.3.C, building and foundation shall be completely removed and inspected by the Village of Richton Park Building Commissioner prior to placing approved backfill materials. Backfilling operations shall consist of placing and compacting trench backfill material to the depth required by the removal operations.
- B. If grass areas are disturbed by demolition operations, topsoil, grass seed and mulch shall be utilized to restore the damaged areas. Grass seed shall be planted on top of the six inches of topsoil after completion of backfilling operations. Grass seed shall be Class 1b per the Illinois Standard Specifications for Road and Bridge Construction Section 250. A mulch material shall be placed on top of the grass seed to prevent erosion per the Illinois Standard Specifications for Road and Bridge Construction Section 251. The Contractor shall water the grass area until the grass is established.

3.8 SCHEDULES

- A. Items to be removed and delivered to Village;
 - 1. None

3.9 FINAL COMPLETION INSPECTION:

- A. Within seven days after receipt of request for final inspection, the Village will make an inspection to determine whether Work or designated portion is complete.
- B. Should the Owner consider Work to be incomplete or defective:
 - 1. Village will promptly notify Contractor in writing, listing incomplete or defective Work.
 - 2. Contractor shall remedy stated deficiencies and send second written request to the Village that Work is complete.
 - 3. The Village will re-inspect Work.
 - 4. Redo and Inspection of Deficient Work: Repeated until Work passes inspection.

3.10 MEASUREMENT AND PAYMENT

- A. Payment for all Work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials and performance of all operations relative to construction of this project, will be made as a percentage of work completed as agreed upon by the Owner and Contractor.

END OF SECTION

SECTION 5.1 – PREVAILING WAGE RATE DETERMINATION (4/1/16)

SEE ENCLOSED SHEETS

SECTION 5.2 – SPECIAL PROVISIONS FOR FEDERALLY FUNDED PROJECTS

SEE ENCLOSED SHEETS

SECTION 5.3 – HUD – 4010

SEE ENCLOSED SHEETS