

# **CITY OF LASALLE**

**PROPOSAL FOR:**

**WELL HEAD ACCESS PLATFORM**

**SPRING 2019**

**BID DATE: FEBRUARY 21, 2019**

**BID TIME: 10:00 AM**

**MAYOR:**

**JEFF GROVE**

**ALDERMEN:**

**JAMES "DIZ" DEMES  
JAMES BACIDORE  
BRIAN SELLETT  
JOHN DUNCAN, SR.**

**JERRY RENOLDS  
TOM PTAK  
MARK SCHNEIDER  
T. BOO HERNDON**



## NOTICE TO BIDDERS

1. Time and Place of Bid Openings:

Notice is hereby given that the City of La Salle, La Salle, Illinois acting through the City Engineer, will receive sealed bids at City Hall, 745 Second Street, La Salle, Illinois until Thursday, February 21, 2019 at 10:00 a.m., local time for the project "City of La Salle, Well Head Access Platform, Spring 2019", at which time the bids will be publicly opened and read. Bids will be reviewed and acted upon by the Mayor and City Council at the next City Council meeting.

2. Description of Work:

The proposed work is officially known as "City of La Salle, Well Head Access Platform, Spring 2019", and further described as the installation of wooden deck platforms, wooden supports, concrete foundation and steel base plates, including all other work as further described in the plans and specifications for said work prepared by the City of La Salle.

3. Availability of Plans and Specifications:

Plans and specifications are on file at the office of the City Clerk or the City Engineer, 745 Second Street, La Salle, IL 61301. Prospective bidders and suppliers may obtain specifications at the office of the City Clerk or the City Engineer.

4. Bid Security:

All bid proposals must be accompanied by a bid bond, certified check, bank cashier's check or bank draft payable to the City of La Salle for Ten percent (10%) of the amount of the bid as provided in the proposal. No proposals or bids will be considered unless accompanied by such bond, check or draft. Said security shall be maintained until the bid is rejected or accepted or until a performance bond is substituted therefore.

5. Prevailing Wage Rate:

Not less than the prevailing rate of wages found by the City of La Salle or the Department of Labor, or determined by a court of review shall be paid to all laborers, workmen, and mechanics performing work under any contract for the proposed construction. If the prevailing wage rates are revised by the Illinois Department of Labor at any time during the term of the contract, the revised prevailing wage rates shall apply to work performed pursuant to the contract, and all contractors and subcontractors shall pay their employees in accordance with the revised prevailing wage rates.

6. Performance Bond:

The successful bidder for the construction of the improvements will be required to enter into a bond equal to 100% of the amount of the bid with sureties to be approved by the Mayor and City Council, when entering into the contract for construction of the improvements, which shall be conditioned upon the proper and faithful performance by the contractor of the work specified in accordance with the plans and specifications thereof.

7. Rejection of Bids:

The City of La Salle through the City Engineer reserves the right to defer the Award of the Contract for a period not to exceed 60 calendar days after the date bids are to be received, and to accept or reject any or all proposals and to waive technicalities.

City of La Salle, Illinois

By:



\_\_\_\_\_  
Jeff Grove, Mayor

PROPOSAL

TO THE OWNER, City of LaSalle

1. Proposal of \_\_\_\_\_  
(Name and Address of Bidder)

\_\_\_\_\_ for the improvement, designated in Paragraph 2 below, by the City of LaSalle, Well Head Access Platform, Spring 2019.

2. The plans for the proposed improvement are those prepared by the City of LaSalle, which plans are designated as "City of LaSalle, Well Head Access Platform, Spring 2019". The specifications herein referred to are the "International Building Code, 2015" and "The Standard Specifications for Water and Sewer Construction in Illinois, Current Edition, the Construction Plans and the enclosed Special Provisions.

3. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any other person, firm or corporation.

4. The undersigned further declares that he has carefully examined the proposal, plans, specifications, form of contract and contract bond and special provisions, that he has inspected in detail the site of proposed work, that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he waives all rights to plead any misunderstanding regarding the same.

5. The undersigned further understands and agrees that if this proposal is accepted he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the contract, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

6. The undersigned declares that he understands that the quantities mentioned are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and the summation of the actual quantities, as finally determined multiplied by the unit price shown in the schedule of prices contained herein. The City of LaSalle reserves the right to add or delete work from the contract, not to exceed 25% of the total quantities.

7. The undersigned further agrees that if the Owner decides to alter the improvement by extras or deductions, including the elimination of any one or more items, as provided in the specifications, he will perform the work as altered, increased or decreased at a price to be negotiated between Owner and Contractor as provided in the specifications.

8. The undersigned further agrees that the unit prices submitted herewith are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that bid resulting from the summation of quantities multiplied by their respective unit prices, the latter shall apply.

9. The undersigned further agrees that if the Owner decides to extend or shorten the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more items, as provided in the specifications, he will perform the work as altered, increased or decreased at the contract unit prices.

10. The undersigned further agrees that the Engineer may at any time during the progress of the work covered by this contract order other work and materials incidental thereto and that all such work and materials as do not appear in the proposal or contract as a specified item accompanied by a unit price, and which are not included under

the bid price for other items of this contract, shall be performed as extra work, and that he will accept as full compensation therefore the actual cost plus fifteen percent (15%), the actual cost to be determined as provided in the specifications.

11. The undersigned further agrees to execute a contract for this work and present the same to the Owner within fifteen (15) days after the notice of the award of the contract to him.

12. The undersigned further agrees that he and his surety will execute and present to the Owner within fifteen (15) days after the date of notice of the award of the contract, a contract bond satisfactory to and in the form prescribed by the Owner, in the penal sum of one hundred (100%) percent of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract, and for the payment of all persons performing labor and furnishing material in connection with this contract.

13. Upon completion of the work, the undersigned shall supply to the owner a contract maintenance bond in the amount of ten (10) percent of the final contract amount. Said bond shall hold the undersigned responsible to remove and replace any defective or unsuitable material, equipment or structure at the expense of the undersigned which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the work.

14. The undersigned further agrees to begin work not later than five (5) days after the execution and approval of the contract and contract bond, unless otherwise provided, and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure it's completion within the time limit specified herein, it being understood and agreed that completion within the time limit is an essential part of the contract. In case of failure to complete the work within the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Owner shall withhold from such sums as may be due him under the terms of the contract, the costs set forth in the specifications, which costs shall be considered and treated not as a penalty but as damages due the Owner from the undersigned by reason of and other items which have caused an expenditure of public funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.

15. In consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Contractor hereby agrees as follows:

A. To comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, Workmen's Compensation laws, Prevailing Wage laws, the Social Security Act of the Federal Government and any of its titles, FEPC or FEOC statutory provisions and rules and regulations.

B. To protect, indemnify, hold and save harmless and defend the City against any and all claims, costs, causes, actions, and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for damages or compensation arising in favor of any person, corporation or other entity, including the employees or officers or independent contractors or subcontractors of the contractor or City, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the Contractor or subcontractor of their officers, agents or employees hereunder, whether such loss, damage injury or liability is contributed to be the negligence of the City, its officers, agents, employees, independent contractors, or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the contractor shall have no liability or damages or the costs incident thereto caused by the sole negligence of the City.

C. To keep in force, to the satisfaction of the City, at all times during the performance of the work referred to above, Broad Form, Public Liability Insurance including contractual liability and Automobile Liability Insurance with Bodily Injury each with limits of not less than \$1,000,000 Broad Form Property Damage Insurance with limits of not less than \$500,000 and workers compensation and related insurance coverage at amount required by statute. The Contractor agrees that at any time upon the demand of the City, proof of such insurance coverage will be submitted to the City. There shall be no additional charge for said insurance to the City. At the request of the City the Contractor will furnish certificates of insurance for the insurance coverage required herein, naming the City as an additional insured and providing that such policies may not be canceled or amended without ten days' prior written notice having been given to the City.

D. To furnish any affidavit or certificate, in connection with the work covered by this agreement as provided by law.

E. To indemnify the City for any loss it may sustain by theft or other cause from the acts or negligence of the employees of the Contractor or of the subcontractors.

F. Whenever in this Agreement the term City is used with regard to the obligation of the Contractor to indemnify, hold harmless or defend, the word City shall include the officers, employees and independent contractors of the City. It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the work referred to above and that the Contractor or his/its employees, representatives or subcontractors are in no sense employees of the City, it being specifically agreed that in respect to the City, the Contractor and any party employed by the Contractor bears the relationship of an independent contractor.

16. Accompanying this proposal is a bid bond, bank draft, bank cashier's check, or certified check complying with the requirements of the specifications, made payable to the City of LaSalle. The amount of the bond, draft, or check is \$ \_\_\_\_\_.

If this proposal is accepted and the undersigned shall fail to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the bond, draft, or check shall be come the property of the Owner, and shall be considered as payment of damages due to delay and other causes suffered by the Owner because of the failure to execute said contract and contract bond; otherwise said bond, draft or check shall be returned to the undersigned.

ATTACH BID BOND, BANK DRAFT, BANK CASHIER'S CHECK  
OR CERTIFIED CHECK HERE.

January 28, 2019

CITY OF LASALLE  
WELL HEAD ACCESS PLATFORM, SPRING 2019

BID PROPOSAL

The undersigned submits herewith his summary schedule and individual schedule of prices covering the work to be performed under this contract for each division; he understands that he must show in the individual division schedules the unit prices for which he proposes to perform each item of work, that the extensions must be made by him, and that if not so done his proposal may be rejected as irregular.

**SUMMARY SCHEDULE**

	ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	WELL HEAD ACCESS PLATFORM, COMPLETE	3	EACH		

**Job Total:**

\$ \_\_\_\_\_

Corporate Seal

Company Name: \_\_\_\_\_

or

Company Officer: \_\_\_\_\_

Notary Public Required

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

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

SPECIAL PROVISION  
FOR  
INSURANCE

Effective: February 1, 2007  
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

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The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

Effective						Foreman							Other Fringe			
Date	County	Trade Title	Region	Type	Class	Base Wage	Wage	OT M-F	OT Sa	OT Su	OT Hol	H/W	Pension	Vacation	Training	Benefit
8/15/2018	LaSalle	ASBESTOS ABT-GEN	All	ALL		31.02	33.02	1.5	1.5	2	2	8.52	14.01	0	0.8	0
11/5/2018	LaSalle	ASBESTOS ABT-MEC	All	BLD		37.88	40.38	1.5	1.5	2	2	12.92	11.82	0	0.72	0
8/15/2018	LaSalle	BOILERMAKER	All	BLD		40	43	2	2	2	2	7.07	18.19	0	0.4	0
8/15/2018	LaSalle	BRICK MASON	All	BLD		39.79	43	1.5	1.5	2	2	10.25	10.4	0	0.25	0
8/15/2018	LaSalle	CARPENTER	All	BLD		33	38.5	1.5	1.5	2	2	10.61	17.9	0	0.63	0
8/15/2018	LaSalle	CARPENTER	All	HWY		35.15	36.9	1.5	1.5	2	2	10.38	17.39	0	0.5	0
1/11/2019	LaSalle	CEMENT MASON	All	ALL		37.7	38.76	1.5	1.5	2	2	10.35	14.93	0	0.5	3.35
8/15/2018	LaSalle	CERAMIC TILE FNSHER	All	BLD		35.25	35.25	1.5	1.5	2	2	10.35	6.86	0	0.79	0
11/9/2018	LaSalle	COMMUNICATION TECH	All	BLD		35	36.5	1.5	1.5	2	2	14.92	13.41	1.5	0.72	0
8/15/2018	LaSalle	ELECTRIC PWR EQMT OP	All	ALL		45.09	56.52	1.5	1.5	2	2	7.1	12.62	0	0.45	0
8/15/2018	LaSalle	ELECTRIC PWR GRNDMAN	All	ALL		30.81	56.52	1.5	1.5	2	2	6.67	8.62	0	0.31	0
8/15/2018	LaSalle	ELECTRIC PWR LINEMAN	All	ALL		50.11	56.52	1.5	1.5	2	2	7.25	14.03	0	0.5	0
8/15/2018	LaSalle	ELECTRIC PWR TRK DRV	All	ALL		32.32	56.52	1.5	1.5	2	2	6.72	9.05	0	0.32	0
11/9/2018	LaSalle	ELECTRICIAN	N	BLD		43.11	46.99	1.5	1.5	2	2	15.72	18.32	4	1.2	0
8/15/2018	LaSalle	ELECTRICIAN	S	BLD		40.16	51.97	1.5	1.5	2	2	7.05	8.28	0	0.6	0
8/15/2018	LaSalle	ELEVATOR CONSTRUCTOR	All	BLD		44.78	50.38	2	2	2	2	15.43	16.61	3.58	0.61	0
8/15/2018	LaSalle	GLAZIER	All	BLD		35.37		1.5	1.5	2	2	10.85	8.3	0	1.25	0
10/26/2018	LaSalle	HT/FROST INSULATOR	All	BLD		50.5	53	1.5	1.5	2	2	12.92	13.16	0	0.72	3.9
8/15/2018	LaSalle	IRON WORKER	All	ALL		41.75	45.93	2	2	2	2	11.81	22.72	0	1.54	0
8/15/2018	LaSalle	LABORER	All	ALL		30.14	32.14	1.5	1.5	2	2	7.8	14.73	0	0.8	0
8/15/2018	LaSalle	LABORER, SKILLED	All	ALL		30.54	35.54	1.5	1.5	2	2	8.2	12.42	0	0.8	3.81
8/15/2018	LaSalle	LATHER	All	BLD		33	36.3	1.5	1.5	2	2	10.61	17.9	0	0.73	0
8/15/2018	LaSalle	MACHINIST	All	BLD		48.38	50.88	1.5	1.5	2	2	7.23	8.95	1.85	1.47	0
8/15/2018	LaSalle	MARBLE FINISHERS	All	BLD		35.25	35.25	1.5	1.5	2	2	10.35	6.86	0	0.79	0
8/15/2018	LaSalle	MARBLE MASON	All	BLD		38.07	39.07	1.5	1.5	2	2	10.35	9.02	0	0.84	0
8/15/2018	LaSalle	MILLWRIGHT	All	BLD		37.75	41.5	1.5	1.5	2	2	10.53	7.27	6.44	0.74	1.88
8/15/2018	LaSalle	MILLWRIGHT	All	HWY		39.38	43.32	1.5	1.5	2	2	11.31	16.25	0	0.7	0
8/15/2018	LaSalle	OPERATING ENGINEER	All	BLD	1	48.3		2	2	2	2	0	0	0	0	36.45
8/15/2018	LaSalle	OPERATING ENGINEER	All	BLD	2	48	53.3	2	2	2	2	19.65	15.1	2	1.4	0
8/15/2018	LaSalle	OPERATING ENGINEER	All	BLD	3	45.45	53.3	2	2	2	2	19.65	15.1	2	1.4	0
8/15/2018	LaSalle	OPERATING ENGINEER	All	BLD	4	43.7	53.3	2	2	2	2	19.65	15.1	2	1.4	0
8/15/2018	LaSalle	OPERATING ENGINEER	All	BLD	5	52.3	53.3	2	2	2	2	19.65	15.1	2	1.4	0
8/15/2018	LaSalle	OPERATING ENGINEER	All	BLD	6	52.3	53.3	2	2	2	2	19.65	15.1	2	1.4	0
8/15/2018	LaSalle	OPERATING ENGINEER	All	BLD	7	50.3	53.3	2	2	2	2	19.65	15.1	2	1.4	0
10/26/2018	LaSalle	OPERATING ENGINEER	All	HWY	1	49.3	53.3	1.5	1.5	2	2	19.65	15.1	2	1.4	0
10/26/2018	LaSalle	OPERATING ENGINEER	All	HWY	2	48.75	53.3	1.5	1.5	2	2	19.65	15.1	2	1.4	0
10/26/2018	LaSalle	OPERATING ENGINEER	All	HWY	3	46.7	53.3	1.5	1.5	2	2	19.65	15.1	2	1.4	0
8/15/2018	LaSalle	OPERATING ENGINEER	All	HWY	4	45.3	53.3	1.5	1.5	2	2	19.65	15.1	2	1.4	0
8/15/2018	LaSalle	OPERATING ENGINEER	All	HWY	5	44.1	53.3	1.5	1.5	2	2	19.65	15.1	2	1.4	0
8/15/2018	LaSalle	OPERATING ENGINEER	All	HWY	6	52.3	53.3	1.5	1.5	2	2	19.65	15.1	2	1.4	0



Effective Date	County	Trade Title	Region	Type	Class	Foreman								Pension	Vacation	Training	Other Fringe Benefit
						Base Wage	Wage	OT M-F	OT Sa	OT Su	OT Hol	H/W					
8/15/2018	LaSalle	OPERATING ENGINEER	All	HWY	7	50.3	53.3	1.5	1.5	2	2	19.65	15.1	2	1.4	0	
8/15/2018	LaSalle	PAINTER	All	ALL		36.1		1.5	1.5	2	2	10.55	9.2	0	1.35	0	
8/15/2018	LaSalle	PAINTER SIGNS	All	BLD		38.2	43.25	1.5	1.5	2	2	2.6	3.25	0	0	0	
8/15/2018	LaSalle	PILEDRIVER	All	BLD		33.25	36.58	1.5	1.5	2	2	10.61	17.9	0	0.73	0	
12/21/2018	LaSalle	PILEDRIVER	ALL	HWY		36.15	37.9	1.5	1.5	2	2	10.83	17.89	0	0.73		
1/18/2019	LaSalle	PIPEFITTER	All	BLD		48.5	51.5	1.5	1.5	2	2	10.05	18.85	0	2.54	0	
8/15/2018	LaSalle	PLASTERER	N	BLD		37.7	38.76	1.5	1.5	2	2	9.9	13.59	0	0.5		
8/15/2018	LaSalle	PLASTERER	S	BLD		43.25	45.85	1.5	1.5	2	2	14.25	16.69	0	1.35	0	
10/26/2018	LaSalle	PLUMBER	All	BLD		50.25	53.25	1.5	1.5	2	2	14.34	14.42	0	1.31	0	
11/5/2018	LaSalle	ROOFER	All	BLD		34.46	36.46	1.5	1.5	2	2	9.73	11.54	0	0.58	0	
8/15/2018	LaSalle	SHEETMETAL WORKER	All	BLD		35.88	37.67	1.5	1.5	2	2	9.62	18.16	0	0	1.17	
8/15/2018	LaSalle	SPRINKLER FITTER	All	BLD		42.87	45.62	1.5	1.5	2	2	9.67	9.8	0	0.77	0	
8/15/2018	LaSalle	STONE MASON	All	BLD		39.79	40.79	1.5	1.5	2	2	10.25	10.4	0	0.87	0	
8/15/2018	LaSalle	TERRAZZO FINISHER	All	BLD		35.25	35.25	1.5	1.5	2	2	10.35	6.86	0	0.79	0	
8/15/2018	LaSalle	TILE LAYER	All	BLD		33		1.5	1.5	2	2	0	0	0	0	30	
8/15/2018	LaSalle	TILE MASON	All	BLD		38.07	39.07	1.5	1.5	2	2	10.35	9.02	0	0.84	0	
8/15/2018	LaSalle	TRUCK DRIVER	All	ALL	1	37.85		1.5	1.5	2	2	11.65	6.12	0	0.25	1.18	
8/15/2018	LaSalle	TRUCK DRIVER	All	ALL	2	36.67		1.5	1.5	2	2	0	5.89	0	0	12.41	
8/15/2018	LaSalle	TRUCK DRIVER	All	ALL	3	37.85		1.5	1.5	2	2	11.65	6.12	0	0.25	1.18	
8/15/2018	LaSalle	TRUCK DRIVER	All	ALL	4	37.25		1.5	1.5	2	1.5	12.16	5.89	0	0.25	0	
8/15/2018	LaSalle	TRUCK DRIVER	All	ALL	5	39.21	41.07	1.5	1.5	2	2	12.65	6.12	0	0.25	0	
8/15/2018	LaSalle	TRUCK DRIVER	All	O&C	1	29.65	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25	0	
8/15/2018	LaSalle	TRUCK DRIVER	All	O&C	2	30.08	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25	0	
8/15/2018	LaSalle	TRUCK DRIVER	All	O&C	3	30.28	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25	0	
8/15/2018	LaSalle	TRUCK DRIVER	All	O&C	4	30.56	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25	0	
8/15/2018	LaSalle	TRUCK DRIVER	All	O&C	5	31.37	32.86	1.5	1.5	2	2	12.65	6.12	0	0.25	0	
8/15/2018	LaSalle	TUCK POINTER	All	BLD		39.79	40.79	1.5	1.5	2	2	10.25	10.4	0	0.87	0	

NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: Well Head Access Platform

The OWNER has considered the Bid submitted by you for the above described WORK in response to its Invitation for Bids dated January 28, 2019.

You are hereby notified that your Bid has been accepted for items in the amount of \$ \_\_\_\_\_ or at the Bid Unit Prices.

You are required by the Invitation for Bids to execute the CONTRACT and furnish the required CONTRACTOR'S CONTRACT Bond and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said CONTRACT and to furnish said Bond within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

City of La Salle, IL  
(OWNER)

BY Brian D. Brown, PE .  
City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ .

By \_\_\_\_\_

Title \_\_\_\_\_

CONTRACT

1. THIS AGREEMENT, made and executed this \_\_\_\_\_ day of February 2019, between the City of La Salle acting by and through the City Council known as the OWNER, and \_\_\_\_\_ his/their executors, administrators, successors, or assigns, known as the CONTRACTOR..

2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Bid Documents hereto attached, to be made and performed by the OWNER, and according to the terms expressed in the Bond referring to these present, the CONTRACTOR agrees with the OWNER 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 the requirements of the ENGINEER under it.

3. And it is also understood and agreed that the Invitation for Bids, Addenda, General Conditions, Special Conditions, Special Provisions, Bid, Plans and Specifications, Notice of Award, Notice to Proceed, and Contract Performance and Payment Bonds hereto attached, for Well Head Access Platform, dated January 28, 2019, are all essential documents of this Contract and are a part hereof.

4. IN WITNESS WHEREOF: The said parties have executed these presents on the date above mentioned.

For the OWNER

By City of LaSalle  
Jeff Grove, Mayor

For the CONTRACTOR

(If a Corporation)

Corporate Name \_\_\_\_\_

Attest:

By \_\_\_\_\_  
(President)

\_\_\_\_\_/s/  
(Clerk or Notary Public)

(If a Co-Partnership)

\_\_\_\_\_/s/  
(Secretary)

\_\_\_\_\_/s/  
\_\_\_\_\_/s/  
\_\_\_\_\_/s/

CONTRACT BOND

KNOWN ALL MEN BY THESE PRESENT, That we \_\_\_\_\_  
\_\_\_\_\_ a co-partnership, of \_\_\_\_\_  
\_\_\_\_\_ 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 the City of La Salle, 745 Second Street, LaSalle, IL 61301.  
State of Illinois, in the penal sum of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_), lawful money of the United States, well and truly to be paid unto said  
\_\_\_\_\_, for the payment of which we bind  
ourselves, our heirs, executors, administrators, successors, and assigns, jointly, severally, and firmly by  
these presents.

THE CONDITION OF THE FOREGOING OBLIGATIONS IS SUCH that whereas, the said Principal has  
entered into a written contract with the OWNER which is \_\_\_\_\_ and act through  
\_\_\_\_\_ for the construction of the WORK designated as Well Head  
Access Platform, which CONTRACT is hereby 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  
insure 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.

CONTRACT BOND (continued)

NOW THEREFORE, 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 such WORK during the time of the performance thereof and until the said WORK shall have been accepted, and shall hold the aforesaid OWNER and its or his agents, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said CONTRACT, then this obligation to be void; otherwise to remain in full force and effect.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20 19

(Governing Board of OWNER)

By \_\_\_\_\_  
(Title)

Attest:  
For \_\_\_\_\_  
(OWNER'S Name)

By \_\_\_\_\_  
(Clerk or Notary Public)

MUNICIPAL OR CORPORATE SEAL

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss.

In WITNESS WHEREOF, We have duly executed the foregoing Obligation this

\_\_\_\_\_ day of \_\_\_\_\_

A.D., 20 19.

\_\_\_\_\_/s/

\_\_\_\_\_/s/

\_\_\_\_\_/s/

Partners doing business under the firm name of \_\_\_\_\_

\_\_\_\_\_/s/

Surety \_\_\_\_\_/s/

By \_\_\_\_\_/s/  
(Attorney In Fact)

By \_\_\_\_\_/s/  
(Attorney In Fact)

I, \_\_\_\_\_, Notary Public in and for said county in the State aforesaid, do hereby certify that \_\_\_\_\_

\_\_\_\_\_, who are each personally known to me to be co-partners in the partnership firm doing business under the name and style of \_\_\_\_\_

\_\_\_\_\_ and also personally known to me to be the same persons who signed the above and foregoing instrument as the Principal therein appeared before me this day in person and acknowledged that they, as such partners in said firm, signed for the said co-partnership, the above and foregoing instruments as and for the free and voluntary act of the said co-partnership firm for the uses and purposes therein set forth.

CONTRACT BOND (continued)

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D.2019.

\_\_\_\_\_  
(Notary Public)

State of \_\_\_\_\_

County of \_\_\_\_\_ ss.

I, \_\_\_\_\_, a Notary Public in and for said county, in the State aforesaid, do hereby certify that \_\_\_\_\_  
\_\_\_\_\_, who is personally known to me to be the same person who signed the above and foregoing instrument as the Attorney in Fact for \_\_\_\_\_ thereto, as his Principal, and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that .he executed the said instrument under authority given him by his said Principal.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D.20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

**SPECIAL PROVISIONS  
WELL HEAD ACCESS PLATFORM, SPRING 2019**

The following Special Provisions supplement the "Standard Specifications for the Road and Bridge Construction", adopted April 1, 2016" and the International Building Code, 2015" (hereinafter referred to as the Standard Specifications); the "Manual of Test Procedures for Materials" in effect on the date of the invitation for bids; the "Standard Specifications for Water and Sewer Main Construction in Illinois", 7<sup>th</sup> edition; included herein apply to and govern the construction of this project and in case of conflict with any part or parts of said specifications, the said special provisions shall take precedence and shall govern.

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**JURISDICTION**

Jurisdiction of this improvement will be vested in the Mayor and City Council of the City of La Salle, La Salle County, Illinois. The City of La Salle City Engineer is the duly authorized Engineer for this construction.

**SCOPE OF WORK**

This project shall consist of the installation of wooden deck platforms, wooden supports, concrete foundation and steel base plates, including all other work as further described in the plans and specifications for said work prepared by the City of La Salle.

**EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK**

The bidder shall comply with Section 2-3 of the Standard Specifications for Water and Sewer Construction in Illinois, Current Edition relative to examination of plans, specifications, special provisions, and site of work and hereby is advised that due to the nature of the contract, he should place special emphasis on inspection in detail of the site of the proposed work and familiarization with all local conditions, traffic, and otherwise, affecting the contract and the detailed requirements for construction.

**SUBMITTALS**

The Contractor shall provide four (4) identical sets of submittal information to the Engineer for review and approval at least one (1) week prior to commencement of construction activities. Submittal information generally includes product information, catalog pages, manufacturer's instruction, product warranties, specifications, samples, shop drawings, and proposed substitutions. At a minimum, the following items shall require submittal to the Engineer:

- Project Schedule – The Contractor shall submit an initial project schedule. This schedule, along with percentage of completion, shall be revised and submitted along with each application for payment.
- Major Components – Specifications for all major components.

If a substitution is proposed, materials or equipment of other supplies may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent or equal to that named. However, the burden of proof as to the type, function, and quality of any such substitute material or equipment shall reside with the Contractor.

**COMPLETION DATE**

The contract completion date of the Storm Sewer Improvements shall be July 1, 2019. Liquidated Damages shall be in accordance with section 108.09 of the "Standard Specifications for Road and Bridge Construction".

**PUBLIC CONSTRUCTION ACT, 30 ILCS 557/1**

Public Construction Act 30 ILCS 557/1 shall be applicable to this contract.

**WAGE RATES**

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: [https://data.illinois.gov/dataset/idol-2018-prevailing-wage-rates/resource/0c95f063-aed9-4db7-adc3-c224acee8fc2?view\\_id=2a43e3c8-0378-43c5-91ae-a1151c4cbc7e&filters=County%3ALaSalle](https://data.illinois.gov/dataset/idol-2018-prevailing-wage-rates/resource/0c95f063-aed9-4db7-adc3-c224acee8fc2?view_id=2a43e3c8-0378-43c5-91ae-a1151c4cbc7e&filters=County%3ALaSalle). All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties.

**PREFERENCE TO VETERANS**

Attention is called to assure compliance with Illinois Revised State Chapter 126 Section 23. Preference to veterans upon public works: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the state, or by any political subdivision thereof, preference shall be given to persons who were engaged in the military or naval service of the United States in time of war.

**GUARANTEE**

All materials and equipment shall be guaranteed for a period of one (1) year from the date of acceptance by the City. Upon receipt of notice from the City of failure of any part of the system during the guarantee period, new replacement parts shall be furnished and installed by the Contractor at no additional cost to the City of La Salle.

**INSURANCE COVERAGE**

The contractor must obtain a Certificate of Insurance for "General Public Liability and Property Damage Insurance" naming the City of La Salle and The City of La Salle Employees as additionally insured. This certificate is to be issued to the City Engineer for approval prior to the start of construction (or within 10 days after execution of the contract). This certificate is in addition to any company policies the contractor may have.

**ESTIMATED BUDGET**

The City of La Salle has a projected budget for the construction of this project. It is recognized that the cost to complete the work within these special provisions and the contract documents may vary from the budgeted amount. Bidders are hereby notified that the City of La Salle reserves the right to add or delete line items at its sole discretion to keep the construction cost near the estimated budget. It shall be understood and agreed that the contract unit prices shall prevail regardless of changes to the contract quantities which may be made subsequent to the contract award. By submitting a bid, the successful bidder agrees to be bound by said unit prices, and will not make claims for adjustments due to work which may be added or deleted from the project.

**MATERIALS**

All materials used in construction will be certified as to type and quantity by ticket, invoice or other written means from the source of supply, and a copy of such supplied to the Engineer upon delivery of the material. All materials



to be used shall be submitted for approval to the engineer prior to beginning of construction. No work shall begin until approval for materials is obtained from the engineer.

### **STORAGE OF MATERIAL AND EQUIPMENT**

At no time shall the Contractor store material and equipment in areas other than specified by the Engineer. Any damage to roadways and turf areas, due to the negligence of the Contractor, shall be restored by the Contractor at his own expense.

The Contractor shall maintain, during the entire construction period, barricades and warning lights at all material storage areas and around construction equipment if located near traffic areas.

### **EXISTING UTILITIES**

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

The Contractor shall also notify the City of La Salle, Water Department, prior to the start of construction at any location. Any damage by the Contractor to the water and sewer services shall be repaired or replaced by the Contractor at his expense. Contractor shall avoid operating heavy equipment and/or trucks directly over water valves and shutoffs.

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

The Contractor shall be held responsible for any damage to existing utility lines and appurtenances resulting from the operations of his equipment or workers. The Contractor shall, at his own expense, restore the damaged utility line or appurtenances to a condition equal to that existing before such damage was done by repairing, rebuilding, or replacing it as directed by the Engineer. No extra compensation will be allowed to the Contractor for any expense incurred because of delays, inconveniences, or interruptions to his work resulting from compliance with the above requirements.

### **WORK HOURS**

The following work hours shall be kept unless written permission is received from the City of La Salle. The Contractor may prosecute work between the hours of 7:00 a.m. and dusk each workday. However, no work will be permitted between dusk and 7:00 a.m., on Sundays, or on holidays, without prior written permission of the City of La Salle.

### **DVD VIDEO RECORDING CONSTRUCTION SITE**

Prior to the start of any construction, the contractor shall video record the area of the construction site. The video recording shall be supplied on a DVD-ROM Disc, for playback in a standard DVD player, and viewing on a television or computer. The contractor shall supply the engineer with two copies of the DVD prior to starting construction.

The contractor shall also narrate the video recording with reference to the location the video recording is being produced from. The video recordings shall also supply a continuous audio record of the location, all anticipated problem areas, items, and features for the complete area to be affected by the construction.

The format of recording and type of recording used shall remain the same throughout the project. The video recording shall produce a clear, stable image with a resolution of not less than 480i. When the recorded information is replayed and reviewed, it shall be free of electrical interference.

The audio portion of the composite signal shall be sufficiently free of electrical interference, background noise, and heavy foreign or regional accents to provide an oral report that is clear and complete and easily discernible. The audio portion of the video recording report shall be recorded by the operating technician as they are being produced and shall include references to the street address and type of construction to be performed at the site as specified in the plans. Audio comments pertaining to special circumstances, which may arise during the excavation, shall also be included. Dubbing the audio information onto the video tract after the video recording is completed will not be permitted.

DVD's shall be enclosed in plastic containers, which shall clearly indicate the date the DVD was taken, the designated section(s) of construction contained on the DVD, and the label "CITY OF LA SALLE – WELL HEAD ACCESS PLATFORM, SPRING 2019". The cost of video recording and log preparation shall not be compensated for separately, but shall be considered incidental to the contract.

### **PUBLIC AND RESIDENT NOTIFICATION**

If the Contractor is required to shutoff existing utility service (i.e., water, sanitary, power, communications, and gas) for any reason during the course of this project, the Contractor shall provide 24 hour advance written notice to: 1) the City of La Salle of the scheduled work, 2) any other residents or business that may potentially be adversely affected by the construction operations. The notification shall be of a form and method as approved by the City of La Salle.

### **AS-BUILT DRAWINGS**

The contractor will be responsible for providing one copy of red-lined drawings showing locations for all appurtenances installed as part of this contract. Distances should be given to each utility item from existing visible landmarks (surface) identified on the design plans for this project. This work shall not be paid for separately, but shall be incidental to the contract.

### **EXCESS MATERIAL**

Excess material from the improvements and all other materials shall be disposed of properly by the Contractor and is considered to be incidental to the Contract.

### **WATER USE**

The Contractor desiring to use water from municipal hydrants will be required to contact the City of La Salle, and if the request is granted, he shall conform with the ordinances and/or requirements of the City, as well as with the rules and regulations of the Water Department, and will be held responsible for all damages to hydrants and water pipe used for the purposes of securing water.

When additional water from fire hydrants is necessary to avoid delay in normal work procedures, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant.

**TREE PRESERVATION**

The contractor shall note the existing trees and bushes to remain within the project area. Any potential conflicts with existing vegetation shall be brought to the engineer's attention for resolution. The contractor shall be responsible for protecting trees and bushes and to minimize the potential for damage to these. Trees or bushes determined by the City of La Salle to be sufficiently damaged by the contractor's work shall be replaced to the satisfaction of the City of La Salle without any additional compensation. Species and sizes of replacement trees and/or bushes shall be as similar as possible to those damaged by the work.

The cost of compliance with this requirement shall not be compensated for separately but shall be considered incidental to the contract.

**WELL HEAD ACCESS PLATFORM, COMPLETE**

This work shall include furnishing and constructing site erected timber frame Well Head Access Platforms in accordance with the applicable portions of Section 507 of the Standard Specifications, the plans, and as specified herein. Construction is to include completion of grade beam foundations as shown on the plans. Concrete substructures for footing and reinforcement bars shall be as detailed on the plans in accordance with the applicable portions of Section 502, 503 and 508 of the Standard Specifications and as specified herein.

**MATERIALS:**

Materials used shall be in accordance with Section 502, 503, 505, 507, 508 and 1007 of the Standard Specifications, as noted on the plans, and as specified herein. Timber frame sections and hardware shall be sourced from the same supplier. Suppliers or fabricators are not required to be IDOT approved.

1. Sawn lumber shall be KILN-DRIED, GRADE #2 OR BETTER, SPRUCE-PINE-FIR (SPF). NLGA: National Lumber Grades Authority.
2. Wood shall be treated per AWPB MINIMUM UC3B.

Clips, fasteners, steel connection assemblies, and other hardware shall be hot dip galvanized after fabrication unless otherwise noted.

Joist Hangers shall be Simpson HU312Z / HU412Z or approved equal.

**DELIVERY, STORAGE, AND HANDLING:**

1. Schedule delivery of materials to avoid extended on-site storage and to avoid delaying the Work.
2. Store materials under cover and protected from weather and contact with damp or wet surfaces.
3. Provide for air circulation within and around stacks and under temporary coverings.
4. For stacked timber, provide air circulation within stacks and even support.

**PLATFORM FABRICATION:**

The contractor has the option of partially or fully prefabricating the wood platform assemblies. At a minimum, the contractor shall shop fabricate column leg and edge beams including shop drilling the connection assemblies.

Prefabrication or suppliers are not required to be IDOT approved but shall demonstrate similar heavy timber frame fabrication experience. All field or shop crosscuts shall be coated with end sealer.

The contractor shall verify the well head opening clearances at each location. Minor dimension adjustments may be necessary on the top deck well head opening to conform to the existing conditions. The maximum clearance between the well head and the decking shall be 1 inch.

The equipment used shall be in accordance with Section 502, 503 and 508 of the standard specifications

**CONSTRUCTION REQUIREMENTS:**

The Foundation Construction shall be in accordance with Sections 502, 503, and 508 of the Standard Specifications and as specified herein. The footing bearing soils shall be inspected by the engineer. The grade beams may be trenched and poured against soil with the top 8 inches with a formed perimeter. Backfill shall be with excavated soils compacted to within 4 inches of the top of the finished foundation.

The Platform Construction, including all framing, railing, and decking shall be constructed per the requirements of Section 507 and as specified herein.

- A. Discard units of materials with defects that impact bolted connection locations.
- B. Set timber work accurately to required levels and lines with member plumb and true and accurately notched, trimmed and fit.
- C. Each unit of decking and railing shall be continuous and fastened as shown on the plans.
- D. Guard railing shall be continuous around the top deck perimeter.
- E. Attachment and Anchorage:
  - a. Securely attached timber work to substrates by anchoring and fastening as shown on the plans and as required by standards.
  - b. Install fasteners without splitting wood; predrill as required.
  - c. All inside railing face fastener heads shall be countersunk or counterbored.
- F. Fasteners: Use common wire nails for concealed temporary nailing, except as otherwise shown or specified herein. Fasteners for joist hangers shall be in accordance with the manufacturer's specifications.
- G. Framing: Comply with applicable recommendations of AITC "Timber Construction Manual" for the fabrication and installation of timber framing.
  - a. Cut framing square on bearings, closely fitted, accurately set to required lines and level and plumb; secure rigidly in place at bearings and connections.
  - b. Do not cut, notch, or bore framing members outside as required for connections as shown on the plans.
- H. General: Erect heavy timber framing true and plumb. Provide temporary bracing to maintain lines and levels until permanent supporting members are in place.
- I. Fitting: Fit members by cutting and restoring exposed surfaces to match specified surfacing.

- a. Predrill for fasteners using timber connectors as templates.
- b. Coat crosscuts with end sealer.

J. Install timber connectors as indicated.

- a. Install bolts with orientation as indicated or, if not indicated, as directed by the Engineer.

**RESORATION AND CLEANUP:**

The contractor shall dispose of all excess excavated material and construction materials at the completion of construction before final inspection and payment.

The contractor shall regrade all disturbed areas to restore to preconstruction conditions. The final top 4 inches of soil shall be free of debris and capable of supporting vegetation. Seeding and erosion control shall be by others.

**BASIS OF PAYMENT:**

All labor, equipment, and materials necessary for completion of this work including excavation, foundations, platforms, frames, decking, railings, and all appurtenances shown shall not be paid for separately but considered included in the price bid per Each for WELL HEAD ACCESS PLATFORM, COMPLETE and shall include those items specified herein. Any separate payment basis in the Standard Specifications shall not apply.

**CLEAN CONSTRUCTION/DEMOLITION DEBRIS (CCDD) REQUIREMENTS PER PA 96-1416**

To comply with Public Act 96-1416, the Contractor shall be responsible for all IEPA documentation and testing required to haul and dispose of Clean Construction or Demolition Debris. The cost associated with any engineering or material testing shall be incidental to the appropriate contract pay items.