

Ordinance No. 91-38

**AN ORDINANCE APPROVING FIVE CONSTRUCTION CONTRACTS
FOR CONSTRUCTION OF THE CHATHAM PARK**

WHEREAS, the Village of Chatham has sought and obtained bids for construction of improvements to the Chatham Park;

WHEREAS, on August 2, 1991, the bids were opened and the lowest responsible bidders identified.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Those contracts attached to this Ordinance as Exhibits A, B, C, D, and E are hereby approved, said contracts being as follows:

<u>EXHIBIT</u>	<u>DESCRIPTION OF CONTRACT</u>	<u>CONTRACTOR</u>	<u>PRICE</u>
A	Site grading and culvert installation	Freesen, Inc.	\$80,052.65
B	Crushed stone	Freesen, Inc.	\$17,850.00
C	Sand/clay infield mix	Harold Goodman	\$15,300.00
D	Backstops and fencing	Goodman Fence	\$15,453.00
E	Engineering fabric	Midwest Construction Products Corp.	\$ 4,066.50

SECTION 2: The President is authorized to execute said contracts on behalf of the Village with such minor emendations not changing the general tenor and price thereof, as he may deem appropriate.

SECTION 3: The proper officers of the Village are authorized and directed to perform such contracts in accordance with their terms.

PASSED this 13 day of AUGUST, 1991.

Carl D Oblinger
CARL OBLINGER, VILLAGE PRESIDENT

ATTEST:

Pet Schul
Village Clerk

AYES: 5
NAYS: 0

PASSED: 8-13-91
APPROVED: 8-13-91

ABSENT: 1

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 91-38, adopted by the President and Board of Trustees of said Village on the 13 day of AUGUST, 1991, said Ordinance being entitled:

**AN ORDINANCE APPROVING FIVE CONSTRUCTION CONTRACTS
FOR CONSTRUCTION OF THE CHATHAM PARK**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 13 day of AUGUST, 1991.



Village Clerk

PREPARED BY:

John M. Myers
PFEIFER & KELTY, P.C.
1300 South Eighth Street
P. O. Box 1858
Springfield, IL 62705-1858
Telephone: 217/528-5604

Massie & Massie
Associates
Inc.

August 15, 1991

Thomas Oetgen
Freesen Inc.
316 S. Pearl St.
Bluffs, IL 62621

Dear Tom,

Congratulations. Your two proposals for Site Grading and Culvert Installation and for Crushed Stone have been accepted by the Village of Chatham.

Enclosed are two copies of Contract Documents for each project. Please complete all copies and return one of each project to this office. Please also furnish the required insurance certificates. The Village of Chatham, the IL Department of Conservation, and Massie Massie & Associates, Inc. must be named as additional insureds on the Liability Policy.

For the Site Grading and Culvert Installation, the Village of Chatham is accepting the following items:

	no. of units
1. Grading	2000 cu.yd.est.
2. Pipe Culvert	1 ea.
3a. Concrete Box	6 ea.
6. Concrete Box	12 ea.
14. Backfill/Grading	4000 cu.yd.est.

For the Crushed Stone, the Village of Chatham is accepting:

3. CA6 Crushed Concrete	3000 T.est.
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Grading work can begin as soon as possible. Per my telephone conversation today with Jim Buhlig, that is likely to be either the week of August 19 or 26. The agreement calls for completion of base bid in 30 days and the balance in 45 days.

Hauling stone for parking lot areas can begin at the same time.

Please call to provide final schedule of work.

We look forward to working with you.

Sincerely,

Sue Massie

cc. Terry Burke

Land Planning and Landscape Architectural Design ■ 1210 S. 5th St., Springfield, IL 62703 217-544-3210

CONSTRUCTION CONTRACT

SITE GRADING AND CULVERT INSTALLATION, CHATHAM, IL

Description of Agreement

This agreement defines the terms of a contract between the Owner:

The Village of Chatham
116 E. Mulberry Street
Chatham, IL
tele: 217-483-2451

and the Contractor:

Freesen Inc.
316 S. Pearl St.
Bluffs, IL 62621
tele: 754-3304

for construction of the project known as Site Grading and Culvert Installation, Chatham, IL in accordance with this Construction Contract, Contract Compliance Attachment, Instructions to Bidders, Proposal, Specifications, all Amendments and Change Orders issued, and Plan prepared by Massie Massie & Associates, Inc., 1210 South 5th Street, Springfield, IL. 62703, tele: 217-544-3210.

The project shall be the Base Bid items and Alternate #2 and Alternate #6.

Contractor Agrees

The Contractor agrees to furnish the necessary material, labor and equipment to perform all work required for the construction of this project in strict compliance with the project documents above listed and hereby made part of this agreement,

To provide within 10 days of notice of award :

1. Two signed copies of this Construction Contract,
2. A certified copy of Public Liability, Automobile and Truck Liability, and Workmen's Compensation Insurance. The Village of Chatham, IL Department of Conservation and Massie Massie & Associates, Inc. shall be named as additional insureds on the liability policy.

To execute all work and provide final clean-up within the time period outlined in the specifications.



Owner Agrees

The Owner agrees to pay the Contractor a total of the actual quantities used in the project multiplied by the contractor's bid unit price. Contractor shall submit pay requests no more often than once a month and, upon approval of the work by the Landscape Architect, payment shall be made within 45 days.

Termination of Contract

This contract may be terminated by either party with 7 days written notice in the event of substantial failure of the other party. If the failure is in construction, settlement will be made to Contractor for the lesser amount of either work satisfactorily completed using unit bid prices or the difference between this contract amount and the cost of having another contractor complete the project.

Execution

Under aforesaid terms both parties hereby make and execute this contract on the date of the later signature below.

Village of Chatham
Owner

Freesen Inc.
Contractor

Authorized Signature:

Carl Oblyi, Village

Date: 13, AUGUST, 1991

Authorized Signature:

*President
Thomas L. Cutler*

Date: AUGUST 19, 1991

Attest:

Pat Schaal

Village Clerk

James R. Bahrly

"CONTRACT COMPLIANCE ATTACHMENT"

THIS PROJECT IS BEING FUNDED, IN PART, WITH FUNDS MADE AVAILABLE THROUGH THE STATE OF ILLINOIS "OPEN SPACE LANDS ACQUISITION & DEVELOPMENT" GRANT PROGRAM. THE FOLLOWING ARE CONTRACT COMPLIANCE REQUIREMENTS FOR PROJECTS ASSISTED WITH OPEN SPACE LANDS ACQUISITION & DEVELOPMENT GRANT FUNDS PROVIDED THROUGH THE ILLINOIS DEPARTMENT OF CONSERVATION

- A. The Contractor shall abide by and comply with all applicable Local and State laws relating to fair employment practices and prohibiting discrimination in employment contracts involving public funds, the construction or development of public buildings, works or facilities.
- B. The Contractor shall comply with and be bound by any applicable Local and State laws in any manner pertaining or relating to wages and claims of laborers, mechanics and other workmen, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities.
- C. The Contractor shall abide by and comport with all applicable Local and State laws relating or pertaining to the development and/or construction of public works, buildings or facilities, including but not in any manner limited to any and all applicable workmen's compensation acts or laws.
- D. The Contractor shall provide and furnish to the satisfaction of the Local Agency and IDOC good and sufficient performance bond(s) with adequate surety or sureties, with applicable penalty or loss clauses; concerning or relating to the construction of the proposed facilities and any losses, cost or damages arising out of, or by virtue of said construction by the Contractor of the specified project facilities, insuring, benefiting and protecting the Local Agency and IDOC.
- E. The Contractor shall personally and individually agree and covenant, and shall furnish and provide sufficient evidence of insurance, to indemnify, protect, defend at its own cost, and hold harmless the Local Agency and IDOC from and against all losses, damages, injuries, costs, expenses or claims thereof to or by persons or property, arising out of, through, under or by virtue of the construction and development of the specified project facilities.
- F. The Contractor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

SITE GRADING AND CULVERT INSTALLATION
CHATHAM, ILLINOIS

PROPOSAL

This proposal is to the Village of Chatham, 116 West Mulberry, Chatham, IL.

The undersigned, having become familiar with the local conditions and with the Contract Documents, including the Proposal, Notice to Contractors, Instructions to Bidders, Specifications, Plan and all addenda thereto hereby proposes to provide all the labor, materials, tools, equipment, and services necessary to execute in a workman like manner the proposed Site Grading and Culvert Installation located in Chatham, Illinois.

We hereby propose to execute the work in accordance with all Contract Documents including Addenda Numbers , , and issued thereto for the following prices:

Base Bid -- Contractor must bid on all items in Base Bid.

Item #	Description	Unit of Measure	Number of Units	Unit Price	Extended Price
1	Grading	cu.yds.	2000	\$ 4.25	\$ 8500.00
2	Pipe Culvert 15"x 40' long	each	1	\$ 1182.65	\$ 1182.65
3a	Concrete Box Culvert Section 8'x 8'x 6'	each	5	\$ 2450.00	\$ 12,250.00
3b	Concrete Culvert End Section	each	2	\$ 1980.00	\$ 3960.00
TOTAL -- Base Bid					\$ 25,892.65

Alternate #1

4a	Concrete Box Culvert Section 8'x 8'x 6'	each	18	\$ 2100.00	\$ 37,800.00
4b	Concrete End Section	each	6	\$ 1980.00	\$ 11,880.00
5	Concrete Pipe Culvert Section 18"x 7 1/2'	each	7	\$ 209.17	\$ 1464.19
TOTAL -- Alternate #1					\$ 51,144.19

Alternate #2

6	Precast Concrete Culvert 10'x 5'x 6'long		12	\$ 2370.00	\$ 28,440.00
7	Flared Ends		4	\$ 2570.00	\$ 10,280.00
TOTAL -- Alternate #2					\$ 38,720.00

Alternate #3

8	Aluminum Box Culverts 11'4"x 5'5"		2	\$	\$ No Bid
9	Aluminum Headwalls		4	\$	\$ —
10	Wing Panels		8	\$	\$ —
TOTAL -- Alternate #3					\$ —

Alternate #4

11	Aluminized Steel Pipe 5' dia, 40' long	5	\$ 3827.89	\$ 19,139.46
12	Aluminized Steel Flared End Section	10	\$ 1775.00	\$ 17,750.00
				\$ 36,889.46
TOTAL -- Alternate #4				


Alternate #5

13.	Contractor's Alternate	1	--	\$ No Bid
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Alternate #6

14	Backfill/ Grading per Alt. #1-5	cu.yd.	4000	\$3.86 \$ 15,440.00
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Authorized Signature:


PRESIDENT

Date: 8-2-91

Company Name: FREESEN INC.

Address: 316 So. PEARL ST, BLUFFS, IL 62621

Telephone: 217-754-3304

SITE GRADING AND CULVERT INSTALLATION
CHATHAM, ILLINOIS

NOTICE TO CONTRACTORS

Sealed proposals will be received for Site Grading and Culvert Installation within the new community park in Chatham, IL until 4 pm local time on August 2, 1991 at the Chatham Village Hall, 116 E. Mulberry, Chatham, IL at which time they will be publically opened and read.

The project involves grading to final grade the roadway area, installing steel galvanized culvert pipe, and installing a precast concrete box culvert. Six alternate bids involve placing culverts of various types to span creek and additional fill over culverts.

Plans, specifications, and other bid documents may be viewed at the office of Massie Massie & Associates, Inc., 1210 South 5th Street, Springfield, IL. Bidding documents may be obtained from Massie Massie & Associates 217-544-3210.

Each completed proposal shall be accompanied by a list of equipment and a proposed schedule for the project. No bonding shall be required for bids or construction.

The Owner reserves the right to reject any and all bids, waive or not waive any technicalities, and accept any bid which it deems most favorable to the Owner. No bid may be withdrawn for 40 days after the bid opening date.

SITE GRADING AND CULVERT INSTALLATION
CHATHAM, ILLINOIS

INSTRUCTIONS TO BIDDERS

Proposal

All proposals must be made out on the Proposal Form furnished by the Owner in accordance with these Instructions and Notice to Contractors.

All proposals must be accompanied by:

1. A list of equipment proposed for use at the project.
2. An estimated schedule of the project.

All Proposals must be signed by the appropriate individual or corporate officer of company submitting the proposal.

Note: No bonds (bid, performance, material) are required for this project.

Bidder's Responsibilities

Bidders will examine the project documents and the site to judge for themselves all the circumstances affecting the cost and nature of the work.

Bidders are required to inform themselves of labor and construction conditions of the area. The Contractor shall comply with prevailing wage rates. The Contractor shall use work methods which will not interfere with other contractors working at the site.

If any prospective bidder is in doubt about the meaning of the project documents or the proposed work, he may ask for clarification. Clarifications will be provided as necessary to all bidders.

Award of Contract and Duties of Awardee

An award will be made for the project scope which, in the judgement of the Owner, will be most advantageous to the Owner.

The Contract shall be considered awarded when notice of an award shall have been given to the bidder by the Owner or his representative.

The bidder to whom the Contract is awarded shall enter into a written contract for the project within 10 days after notice of such award and shall at the same time furnish:

1. Certificate of Public Liability, Bodily Injury and Property Damage Insurance with a minimum limit of \$500,000 for any one incident and an aggregate limit of \$1,000,000. The Village of Chatham, IL Department of Conservation, and Massie Massie & Associates, Inc. be named as additional insured for this policy.

2. Certificate of Automobile and Truck Public Liability, Bodily Injury and Property Damage Insurance with a minimum limit of \$500,000 for any one incident and an aggregate limit of \$1,000,000. with a minimum of \$1,000,000.

3. Certificates of Workmen's Compensation Insurance in accordance with state/local requirements.

The Contract shall be in full force and effect upon the execution of both parties.

Equal Employment Opportunity Clause

Contractor and all sub-contractors working on the project shall conform in all respects to the rules of the Illinois Fair Employment Practices Commission.

SITE GRADING AND CULVERT INSTALLATION
CHATHAM, ILLINOIS

SPECIFICATIONS

I. General Requirements

A. Completion Date

All work under Base Bid shall be completed within 30 calendar days of notice to proceed, barring inclement weather. Work under Alternate #1-5 shall be completed within 45 calendar days. Work under Alternate #6 shall be executed in fall 1991 after removal of crops and shall be completed within 60 days of notice to proceed.

For each day weather prohibits work, an additional day shall be added to the contract completion deadline provided Contractor has duly prosecuted work during favorable days to that time. The failure of work to be completed by the stipulated dates will result in loss and damage to the Owner. In the event work is not completed by these specified dates, the Contractor shall pay damages to the Owner in the amount of \$50 per working day.

B. Utilities

Before construction begins, the Contractor shall obtain from all utility companies the exact location of any underground utilities in the area of construction, whether indicated on the plans or not. Any utilities disturbed by the Contractor shall be restored by him at his own expense. The Contractor shall coordinate with the proper utility the relocation of any utility designated on the plans or deemed necessary to be relocated by the LA in order to complete construction of the project.

C. Damage to Existing Structures

If damage is done to the site or improvements during construction of the project, it shall be replaced or repaired by the Contractor at his own expense in a manner satisfactory to the Owner.

D. Surveying and Staking

LA shall provide field markers designating the layout of the project and benchmark grade staking of the area. The Contractor shall provide all construction surveying and staking of the site. The cost of surveying and staking shall be incidental to the project.

E. Measurement and Payment

Payment will be made on the basis of unit price bids for work items listed on the Proposal. Quantities shown in the proposal are approximate and payment will be made for the actual units of work installed. No payments will be made other than for those items in the Proposal, and the cost of all other work necessary for the project shall be included in the items shown.

The quantity of excavation will be agreed upon prior to beginning work.

II. Specifications

A. Reference

"The Standard Specifications for Road and Bridge Construction in Illinois" as adopted July 1, 1988, and as ammended shall apply as referenced within these Specifications.

B. Condition of Existing Site

The area to be graded is on the west side of Chatham's new community park. Some parts of the area have been already been graded by municipal and contract operators.

The current existing topography has not been surveyed but the proposed final grades are shown on the Plan.

C. Project Drawings

Sheet Number	Title
1	Grading and Culvert Installation Plan

D. Items of Work -- Contractor must bid on all items in Base Bid.

Base Bid

1. Grading

The roadway area graded to the lines and grades shown on the Plan.

Areas with exposed topsoil shall have topsoil stripped and stockpiled.

Fill shall be subsoil taken from borrow area as designated. All fill shall be compacted to 95% density and tested by LA/engineer.

Topsoil shall be spread to a relatively uniform thickness of 2+ inches over shoulders of roadway and surface of culvert fill. Also 2 inches of topsoil shall be spread over 4 foot wide shoulders on each side of roadway after gravel has been placed by others.

2. Installation of Pipe Culvert

Pipe shall be 15 inch diameter, 40 feet long, corrugated, galvanized steel conforming to Section 710.01. Work shall conform to Section 511. in all respects.

3. Installation of Precast Box Culvert

Concrete box culvert shall be constructed of the following precast concrete units.

a. Five (5) sections 8 feet square inside dimension and 6 feet long.

b. Two (2) end sections designed for use with above sections.

Culverts shall comply with Section 505.04 to accommodate zero-fill (ASTM C850). Joint sealer shall comply with Section 718.10. Work shall conform to Section 511. in all respects.

Backfill shall be placed and compacted per Section 511 to the contours shown on the plan. Stone faces shall be constructed by others.

Exact elevation of culvert will be set in the field by LA/engineer.

Alternates -- Contractor may bid on any or all Alternates.

Alternate #1

4. An additional three precast concrete box culverts shall be provided and set into place as shown on plan. Each shall constructed of the following precast concrete units.

a. Six (6) sections 8 feet square inside dimension and 6 feet long.

b. Two (2) end sections designed for use with above sections.

5. Additionally under one box culvert a concrete pipe culvert 18" inside diameter, 52 1/2 feet long constructed from seven 7 1/2 feet long sections, shall be layed.

Culverts and pipe shall comply with Section 505.04 to accommodate zero fill. Joint sealer shall comply with Section 718.10. Work shall conform to Section 511. in all respects.

Elevations of culverts shall be set in the field by the LA/engineer.

No backfill shall be required.

Alternate #2

6. Two 36 foot long (6 sections 6 feet long) 10'x 5' precast concrete box culverts shall be set in approximately the same location as those in Alternate #1.

7. Flared ends (4 required) shall be set on each culvert end.

The above specifications with regard to material and installation shall apply with the exception that three feet of fill shall be placed over the culverts.

Alternate #3

8. Two 36 foot long 11 foot 4 inch by 5 foot 5 inch corrugated aluminum box culverts designed to accommodate Standard Highway (HS-20) wheel loads shall be installed according to the following specifications:

AASHTO M-219 and ASTM B-746 (conduit)
ASTM B-209 (material)
ASTM B-789 (installation)
ASTM B-790 (design)

9. Aluminum headwalls shall be located on each end and set back on the second rib (18"+-) to accommodate a stone facade (by others).

10. Aluminum wing panels (4'-6"w) shall be attached to each side of the headwall unit and in line with the headwall.

Both headwalls and wingwalls shall be connected and secured according to manufacturer's specifications.

Alternate #4

11. Five 40 feet long 5' diameter corrugated aluminized steel pipe designed to accommodate 3 feet of fill and Standard Highway (HS-20) wheel loads and shall be set to span the creek.

12. Each end shall have an aluminunized flared end section. Submit manufacturer's specification on material.

Work shall conform to Section 511 in all respects.

Alternate #5

13. Contractor may suggest alternate crossing system. Waterway opening shall be 100 square feet minimum with a 20 feet by 5 feet opening size. Width of driving surface shall be 28 feet. Crossing may be bridge (wood, concrete, etc), high span, poured box culverts or other. Contractor shall provide shop drawings with bid.

Selected contractor shall provide engineering as necessary to complete work, subject to review and approval by LA/engineer.

Alternate #6

14. Area shall be filled with borrow material on site. Approximately 4000 cu.yd. shall be excavated from area shown on Plan and used for fill along roadway from Station 13+00 to 24+00.

Grading plans for Alternates 2 through 5 shall be variations of that show on Plans designed to fit exact size of crossing system selected.

Fill shall be placed in accordance with Section 207 in all respects.

CERTIFICATE OF INSURANCE

07/29/91

PRODUCER
J. L. Hubbard Company-Decatur
 333 E. Pershing Rd.
 Decatur, IL
 62526
 PHONE 217-877-3344

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Freesen Inc
 P.O. Box 277
 Bluffs,, IL
 62621

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A **General Casualty**

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

> COVERAGES <=====
 THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY				GENERAL AGGREGATE	2000
A	<input checked="" type="checkbox"/> COMMERCIAL GEN LIABILITY <input type="checkbox"/> [] CLAIMS MADE <input checked="" type="checkbox"/> OCC. <input type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE <input type="checkbox"/> <input type="checkbox"/>	CCI0034456	08/01/91	08/01/92	PRODS-COMP/OPS AGG.	2000
					PERS. & ADVG. INJURY	1000
					EACH OCCURRENCE	1000
					FIRE DAMAGE (ANY ONE FIRE)	100
					MEDICAL EXPENSE (ANY ONE PERSON)	5
	AUTOMOBILE LIAB				CSL	1000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>	CBA0034456	08/01/91	08/01/92	BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY	
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	CCU0034456	08/01/91	08/01/92	EACH OCC	AGGREGATE
					1000	1000
A	WORKERS' COMP AND EMPLOYERS' LIAB	CWC0034456	08/01/91	08/01/92	STATUTORY	
					100	EACH ACC
					500	DISEASE-POLICY LIMIT
					100	DISEASE-EACH EMPLOYEE
A	OTHER INLAND MARINE Cont. Equipment	CIM0034456	08/01/91	08/01/92	All Risk-\$250 min/1500 max	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS **Village of Chatham, Illinois; Illinois Dept. of Conservation, Springfield, Il. and Massie, Massie & Associates Inc. are named additional insured. RE:Crushed Stone, site grading and culvert installation for Village of Chatham, Il. Contract Amt. \$200,000**

> CERTIFICATE HOLDER <=====
Village of Chatham
 116 E Mulberry St.
 Chatham, IL
 62629

CANCELLATION <=====
 = SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT = FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

Kevin J. Buehery

Massie & Massie
Associates
Inc.

August 15, 1991

Thomas Oetgen
Freesen Inc.
316 S. Pearl St.
Bluffs, IL 62621

Dear Tom,

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Please call to provide final schedule of work.

We look forward to working with you.

Sincerely,

Sue Massie

cc. Terry Burke

Land Planning and Landscape Architectural Design ■ 1210 S. 5th St., Springfield, IL 62703 217-544-3210

CONSTRUCTION CONTRACT
CRUSHED STONE, CHATHAM, IL

Description of Agreement

This agreement defines the terms of a contract between the Owner:

The Village of Chatham
116 E. Mulberry Street
Chatham, IL
tele: 217-483-2451

and the Contractor:

Freesen Inc.
316 S. Pearl Street
Bluffs, IL 62621
tele: 754-3304

for construction of the project known as Crushed Stone Chatham, IL in accordance with this Construction Contract, Contract Compliance Attachment, Instructions to Bidders, Proposal, Specifications, all Amendments and Change Orders issued, and Plan prepared by Massie Massie & Associates, Inc., 1210 South 5th Street, Springfield, IL. 62703, tele: 217-544-3210.

The project shall be Alternate #2, CA6 Crushed Concrete.

Contractor Agrees

The Contractor agrees to furnish the necessary material, labor and equipment to perform all work required for the construction of this project in strict compliance with the project documents above listed and hereby made part of this agreement,

To provide within 10 days of notice of award :

1. Two signed copies of this Construction Contract,
2. A certified copy of Public Liability, Automobile and Truck Liability, and Workmen's Compensation Insurance. The Village of Chatham, IL Department of Conservation and Massie Massie & Associates, Inc. shall be named as additional insureds on the liability policy.

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Execution

Under aforesaid terms both parties hereby make and execute this contract on the date of the later signature below.

Village of Chatham
Owner

Freesen Inc.
Contractor

Authorized Signature:

Authorized Signature:

Carl Oberije, Village
Date: *13, AUGUST, 1991*

Thomas L. Celgen
PRESIDENT
Date: *AUGUST 19, 1991*

Attest:

attest:

Pat School
Village Clerk

James R. Buelig

"CONTRACT COMPLIANCE ATTACHMENT"

THIS PROJECT IS BEING FUNDED, IN PART, WITH FUNDS MADE AVAILABLE THROUGH THE STATE OF ILLINOIS "OPEN SPACE LANDS ACQUISITION & DEVELOPMENT" GRANT PROGRAM. THE FOLLOWING ARE CONTRACT COMPLIANCE REQUIREMENTS FOR PROJECTS ASSISTED WITH OPEN SPACE LANDS ACQUISITION & DEVELOPMENT GRANT FUNDS PROVIDED THROUGH THE ILLINOIS DEPARTMENT OF CONSERVATION

- A. The Contractor shall abide by and comply with all applicable Local and State laws relating to fair employment practices and prohibiting discrimination in employment contracts involving public funds, the construction or development of public buildings, works or facilities.
- B. The Contractor shall comply with and be bound by any applicable Local and State laws in any manner pertaining or relating to wages and claims of laborers, mechanics and other workmen, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities.
- C. The Contractor shall abide by and comport with all applicable Local and State laws relating or pertaining to the development and/or construction of public works, buildings or facilities, including but not in any manner limited to any and all applicable workmen's compensation acts or laws.
- D. The Contractor shall provide and furnish to the satisfaction of the Local Agency and IDOC good and sufficient performance bond(s) with adequate surety or sureties, with applicable penalty or loss clauses; concerning or relating to the construction of the proposed facilities and any losses, cost or damages arising out of, or by virtue of said construction by the Contractor of the specified project facilities, insuring, benefiting and protecting the Local Agency and IDOC.
- E. The Contractor shall personally and individually agree and covenant, and shall furnish and provide sufficient evidence of insurance, to indemnify, protect, defend at its own cost, and hold harmless the Local Agency and IDOC from and against all losses, damages, injuries, costs, expenses or claims thereof to or by persons or property, arising out of, through, under or by virtue of the construction and development of the specified project facilities.
- F. The Contractor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

CRUSHED STONE
CHATHAM, ILLINOIS

PROPOSAL

This proposal is to the Village of Chatham, 116 West Mulberry, Chatham, IL.

The undersigned, having become familiar with the local conditions and with the Contract Documents, including the Proposal, Notice to Contractors, Instructions to Bidders, Specifications, Plan and all addenda thereto hereby proposes to provide all the labor, materials, tools, equipment, and services necessary to provide and deliver in a workman like manner the proposed Crushed Stone located in Chatham, Illinois.

We hereby propose to execute the work in accordance with all Contract Documents including Addenda Numbers , , and issued thereto for the following prices:

Item #	Description	Unit of Measure	Number of Units	Unit Price	Extended Price
1	CA6 Crushed Stone	Tons	3000	\$ 8.25	\$ 24,750.00
TOTAL					\$ 24,750.00

Alternate #1

2	CA6 Commercial	Tons	3000	\$ 7.25	\$ 21,750.00
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Alternate #2

3	CA6 Crushed Concrete	Tons	3000	\$ 5.95	\$ 17,850.00
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CLARIFICATION TO B10: MATERIAL TO BE DELIVERED IN TRAILERS AND TAILGATE SPREAD TO THE BEST OF TRUCK DRIVERS ABILITY.

ITEM 3. TO BE MEASURED BY THE TRUCK LOAD WITH 2 OR 3 LOADS BEING WEIGHED TO DETERMINE THE AVERAGE LOAD.

Authorized Signature:

Date:

Company Name:

Address:

Telephone:

Sherrill L. Carter

8-2-91 PRESIDENT

FREESAN INC.

316 So. PEARL ST. BLUFFS, IL 62621

217-754-3304

CRUSHED STONE
CHATHAM, ILLINOIS

NOTICE TO CONTRACTORS

Sealed proposals will be received for Crushed Stone within the new community park in Chatham, IL until 4 pm local time on August 2, 1991 at the Chatham Village Hall, 116 E. Mulberry, Chatham, IL at which time they will be publically opened and read.

The project involves providing, hauling, and tailgate spread CA6 crushed stone over subgrade parking lots and roadways.

Plans, specifications, and other bid documents may be viewed at the office of Massie Massie & Associates, Inc., 1210 South 5th Street, Springfield, IL. Bidding documents may be obtained from Massie Massie & Associates 217-544-3210.

Each completed proposal shall be accompanied by a list of equipment and a proposed schedule for the project. No bonding shall be required for bids or construction.

The Owner reserves the right to reject any and all bids, waive or not waive any technicalities, and accept any bid which it deems most favorable to the Owner. No bid may be withdrawn for 40 days after the bid opening date.

CRUSHED STONE
CHATHAM, ILLINOIS

INSTRUCTIONS TO BIDDERS

Proposal

All proposals must be made out on the Proposal Form furnished by the Owner in accordance with these Instructions and Notice to Contractors.

All proposals must be accompanied by:

1. A list of equipment proposed for use at the project.
2. An estimated schedule of the project.

All Proposals must be signed by the appropriate individual or corporate officer of company submitting the proposal.

Note: No bonds (bid, performance, material) are required for this project.

Bidder's Responsibilities

Bidders will examine the project documents and the site to judge for themselves all the circumstances affecting the cost and nature of the work.

Bidders are required to inform themselves of labor and construction conditions of the area. The Contractor shall comply with prevailing wage rates. The Contractor shall use work methods which will not interfere with other contractors working at the site.

If any prospective bidder is in doubt about the meaning of the project documents or the proposed work, he may ask for clarification. Clarifications will be provided as necessary to all bidders.

Award of Contract and Duties of Awardee

An award will be made for the project scope which, in the judgement of the Owner, will be most advantageous to the Owner.

The Contract shall be considered awarded when notice of an award shall have been given to the bidder by the Owner or his representative.

The bidder to whom the Contract is awarded shall enter into a written contract for the project within 10 days after notice of such award and shall at the same time furnish:

1. Certificate of Public Liability, Bodily Injury and Property Damage Insurance with a minimum limit of \$500,000 for any one incident and an aggregate limit of \$1,000,000. The Village of Chatham, IL Department of Conservation, and Massie Massie & Associates, Inc. be named as additional insured for this policy.
2. Certificate of Automobile and Truck Public Liability, Bodily Injury and Property Damage Insurance with a minimum limit of \$500,000 for any one incident and an aggregate limit of \$1,000,000. with a minimum of \$1,000,000.
3. Certificates of Workmen's Compensation Insurance in accordance with state/local requirements.

The Contract shall be in full force and effect upon the execution of both parties.

Equal Employment Opportunity Clause

Contractor and all sub-contractors working on the project shall conform in all respects to the rules of the Illinois Fair Employment Practices Commission.

CRUSHED STONE
CHATHAM, ILLINOIS

SPECIFICATIONS

I. General Requirements

A. Execution and Completion Schedule

Stone shall be accepted for parking lot areas (1700 Tons) beginning immediately. Stone for roadway (1300 Tons) shall be accepted starting on September 15. All stone shall be completed by October 15, 1991.

For each day weather prohibits work, an additional day shall be added to the contract completion deadline provided Contractor has duly prosecuted work during favorable days to that time. The failure of work to be completed by the stipulated dates will result in loss and damage to the Owner. In the event work is not completed by these specified dates, the Contractor shall pay damages to the Owner in the amount of \$50 per working day.

B. Damage to Existing Structures

If damage is done to the site or improvements during construction of the project, it shall be replaced or repaired by the Contractor at his own expense in a manner satisfactory to the Owner.

C. Measurement and Payment

Payment will be made on the basis of unit price bids for work items listed on the Proposal. Quantities shown in the proposal are approximate and payment will be made for the actual units of work installed. No payments will be made other than for those items in the Proposal, and the cost of all other work necessary for the project shall be included in the items shown.

II. Specifications

A. Reference

"The Standard Specifications for Road and Bridge Construction in Illinois" as adopted July 1, 1988, and as ammended shall apply as referenced within these Specifications.

B. Condition of Existing Site

The parking lots and roadways shall be graded to final grade ready to accept crushed stone.

C. Project Drawings -- for reference to project area

Sheet Number	Title
1	Grading and Culvert Installation Plan

D. Items of Work

Base Bid

1. CA6 Crushed Stone shall be CA6 crushed stone in compliance with Section 704.01.

Stone shall be delivered to the site and tailgate spread onto parking lots and roadways covered with engineering fabric. Care shall be taken to protect engineering fabric.

Parking lots shall receive a uniform thickness of stone (which can be compacted to 6 inches). Roadway will receive first a 4 inch thickness (compacted) over the entire 28 foot width, then will receive a 2 inch thickness (compacted) in the center 20 foot driving lanes.

Load tickets shall be provided to LA to verify quantities.

All fine grading and compaction will be done by others.

Alternate Bid #1

2. CA6 Crushed Stone shall be shall be commercial grade crushed stone sized as IDOT approved crushed stone.

Load tickets shall be provided to LA to verify quantities.

All fine grading and compaction will be done by others.

Alternate Bid #2

3. CA6 shall be crushed concrete in compliance with Section 704.01.

Load tickets shall be provided to LA to verify quantities.

All fine grading and compaction will be done by others.

CERTIFICATE OF INSURANCE

07/29/91

PRODUCER
J. L. Hubbard Company-Decatur
 333 E. Pershing Rd.
 Decatur, IL
 62526
 PHONE 217-877-3344

INSURED
Freesen Inc
 P.O.Box 277
 Bluffs,, IL
 62621

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A **General Casualty**

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

> COVERAGES <=====

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY				GENERAL AGGREGATE	2000
A	<input checked="" type="checkbox"/> COMMERCIAL GEN LIABILITY <input type="checkbox"/> [] CLAIMS MADE <input checked="" type="checkbox"/> OCC. <input type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE <input type="checkbox"/> <input type="checkbox"/>	CCI0034456	08/01/91	08/01/92	PRODS-COMP/OPS AGG.	2000
					PERS. & ADVG. INJURY	1000
					EACH OCCURRENCE	1000
					FIRE DAMAGE (ANY ONE FIRE)	100
					MEDICAL EXPENSE (ANY ONE PERSON)	5
	AUTOMOBILE LIAB				CSL	1000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>	CBA0034456	08/01/91	08/01/92	BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY	
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	CCU0034456	08/01/91	08/01/92	EACH OCC	AGGREGATE
					1000	1000
A	WORKERS' COMP AND EMPLOYERS' LIAB	CWC0034456	08/01/91	08/01/92	STATUTORY 100 500 100	EACH ACC DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE
A	OTHER INLAND MARINE Cont. Equipment	CIM0034456	08/01/91	08/01/92	All Risk-\$250 min/1500 max	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS **Village of Chatham, Illinois;**
Illinois Dept. of Conservation, Springfield, Il. and Massie, Massie & Associates Inc. are named additional insured.
RE:Crushed Stone, site grading and culvert installation for Village of Chatham, Il. Contract Amt. \$200,000

> CERTIFICATE HOLDER <===== CANCELLATION <=====

Village of Chatham
 116 E Mulberry St.
 Chatham, IL
 62629

= SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT = FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

= AUTHORIZED REPRESENTATIVE *Kevin J. Bebery*

Massie & Massie
Associates
Inc.

August 15, 1991

Harold Goodman
R.R. #1, Box 280
Lincoln, IL

Dear Harold,

Congratulations. Your proposal for providing Sand/Clay Infield Mix has been accepted by the Village of Chatham.

Enclosed are two copies of the Contract Documents. Please sign both and return one complete set to this office as soon as possible.

The Village of Chatham would like to have approximately 600 tons delivered during the first week of September. Please contact me to schedule deliveries.

We look forward to working with you.

Sincerely,

Sue Massie

cc. Terry Burke

CONSTRUCTION CONTRACT

SAND/CLAY INFIELD MIX, CHATHAM, IL

Description of Agreement

This agreement defines the terms of a contract between the Owner:

The Village of Chatham
116 E. Mulberry Street
Chatham, IL
tele: 217-483-2451

and the Contractor:

Harold Goodman
R.R. #1, Box 280
Lincoln, IL

for construction of the project known as (provide) Sand/Clay Infield Mix, Chatham, IL in accordance with this Construction Contract, Contract Compliance Attachment, Instructions to Bidders, Proposal, Specifications, all Amendments and Change Orders issued, and Plan prepared by Massie Massie & Associates, Inc., 1210 South 5th Street, Springfield, IL. 62703, tele: 217-544-3210.

Contractor Agrees

The Contractor agrees to furnish the necessary material, labor and equipment to perform all work required for the construction of this project in strict compliance with the project documents above listed and hereby made part of this agreement,

To provide within 10 days of notice of award :

1. Two signed copies of this Construction Contract,

To execute all work within the time period outlined in the specifications.



Owner Agrees

The Owner agrees to pay the Contractor a total of the actual quantities used in the project multiplied by the contractor's bid unit prices within 45 days upon the conditional approval of the work by the Landscape Architect.

Termination of Contract

This contract may be terminated by either party with 7 days written notice in the event of substantial failure of the other party. If the failure is in construction, settlement will be made to Contractor for the lesser amount of either work satisfactorily completed using unit bid prices or the difference between this contract amount and the cost of having another contractor complete the project.

Execution

Under aforesaid terms both parties hereby make and execute this contract on the date of the later signature below.

Village of Chatham
Owner

Authorized Signature:

Carl Oblinger, Village President

Date: 13, AUGUST, 1991

Harold Goodman
Contractor

Authorized Signature:

Harold Goodman Owner

Date: Aug 26, 1991

Attest:

Pat School
Village Clerk

"CONTRACT COMPLIANCE ATTACHMENT"

THIS PROJECT IS BEING FUNDED, IN PART, WITH FUNDS MADE AVAILABLE THROUGH THE STATE OF ILLINOIS "OPEN SPACE LANDS ACQUISITION & DEVELOPMENT" GRANT PROGRAM. THE FOLLOWING ARE CONTRACT COMPLIANCE REQUIREMENTS FOR PROJECTS ASSISTED WITH OPEN SPACE LANDS ACQUISITION & DEVELOPMENT GRANT FUNDS PROVIDED THROUGH THE ILLINOIS DEPARTMENT OF CONSERVATION

- A. The Contractor shall abide by and comply with all applicable Local and State laws relating to fair employment practices and prohibiting discrimination in employment contracts involving public funds, the construction or development of public buildings, works or facilities.
- B. The Contractor shall comply with and be bound by any applicable Local and State laws in any manner pertaining or relating to wages and claims of laborers, mechanics and other workmen, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities.
- C. The Contractor shall abide by and comport with all applicable Local and State laws relating or pertaining to the development and/or construction of public works, buildings or facilities, including but not in any manner limited to any and all applicable workmen's compensation acts or laws.
- D. The Contractor shall provide and furnish to the satisfaction of the Local Agency and IDOC good and sufficient performance bond(s) with adequate surety or sureties, with applicable penalty or loss clauses; concerning or relating to the construction of the proposed facilities and any losses, cost or damages arising out of, or by virtue of said construction by the Contractor of the specified project facilities, insuring, benefiting and protecting the Local Agency and IDOC.
- E. The Contractor shall personally and individually agree and covenant, and shall furnish and provide sufficient evidence of insurance, to indemnify, protect, defend at its own cost, and hold harmless the Local Agency and IDOC from and against all losses, damages, injuries, costs, expenses or claims thereof to or by persons or property, arising out of, through, under or by virtue of the construction and development of the specified project facilities.
- F. The Contractor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

CLAY/SAND INFIELD MIX
CHATHAM, ILLINOIS

PROPOSAL

This proposal is to the Village of Chatham, 116 West Mulberry, Chatham, IL.

The undersigned, having become familiar with the local conditions and with the Contract Documents, including the Proposal, Notice to Contractors, Instructions to Bidders, Specifications, Plan and all addenda thereto hereby proposes to provide all the labor, materials, tools, equipment, and services necessary to execute in a workman like manner the furnishing of Clay/Sand Infield Mix to Chatham, Illinois.

We hereby propose to execute the work in accordance with all Contract Documents including Addenda Numbers , , and issued thereto for the following prices:

Item #	Description	Unit of Measure	Number of Units	Unit Price	Extended Price
1	Clay/Sand Infield Mix	Tons	850	\$ 18.00	\$ 15300.00

TOTAL

\$ 15,300.00

Clay Fields.

ISU - Normal.

U of Ill - Champaign.
Lincoln Land - Springfield

Lincoln College - Lincoln.

Lincoln Rec Center - Lincoln.

Authorized Signature: *Harold D. Rodman*

Date: July 25, 1991

Company Name:

Address: RRI Box 280

Lincoln IL 62656

Telephone: 732-8683

CLAY/SAND INFIELD MIX
CHATHAM, ILLINOIS

NOTICE TO CONTRACTORS

Sealed proposals will be received for Clay/Sand Infield Mix within the new community park in Chatham, IL until 4 pm local time on August 2, 1991 at the Chatham Village Hall, 116 E. Mulberry, Chatham, IL at which time they will be publically opened and read.

The project involves providing Clay/Sand Infield Mix delivered to the project site.

Plans, specifications, and other bid documents may be viewed at the office of Massie Massie & Associates, Inc., 1210 South 5th Street, Springfield, IL. Bidding documents may be obtained from Massie Massie & Associates 217-544-3210.

Each completed proposal shall be accompanied by a list of equipment and a proposed schedule for the project. No bonding shall be required for bids or construction.

The Owner reserves the right to reject any and all bids, waive or not waive any technicalities, and accept any bid which it deems most favorable to the Owner. No bid may be withdrawn for 40 days after the bid opening date.

CLAY/SAND INFIELD MIX
CHATHAM, ILLINOIS

INSTRUCTIONS TO BIDDERS

Proposal

All proposals must be made out on the Proposal Form furnished by the Owner in accordance with these Instructions and Notice to Contractors.

All proposals must be accompanied by:

1. An estimated schedule of the project.
2. A list of ball diamonds where the Clay/Sand Mix has been used by others and/or a certification of material quality which would make-up the proposed mix. The Village reserves the right to inspect material prior to contract award.

All Proposals must be signed by the appropriate individual or corporate officer of company submitting the proposal.

Note: No bonds (bid, performance, material) are required for this project.

Bidder's Responsibilities

Bidders will examine the project documents and the site to judge for themselves all the circumstances affecting the cost and nature of the work.

Bidders are required to inform themselves of labor and construction conditions of the area. The Contractor shall comply with prevailing wage rates. The Contractor shall use work methods which will not interfere with other contractors working at the site.

If any prospective bidder is in doubt about the meaning of the project documents or the proposed work, he may ask for clarification. Clarifications will be provided as necessary to all bidders.

Award of Contract and Duties of Awardee

An award will be made for the project scope which, in the judgement of the Owner, will be most advantageous to the Owner.

The Contract shall be considered awarded when notice of an award shall have been given to the bidder by the Owner or his representative.

The bidder to whom the Contract is awarded shall enter into a written contract for the project within 10 days after notice of such award which shall state that the Contractor carries the following:

1. Public Liability, Bodily Injury and Property Damage Insurance with a minimum limit of \$500,000 for any one incident and an aggregate limit of \$1,000,000.
2. Automobile and Truck Public Liability, Bodily Injury and Property Damage Insurance with a minimum limit of \$500,000 for any one incident and an aggregate limit of \$1,000,000. with a minimum of \$1,000,000.
3. Workmen's Compensation Insurance in accordance with state/local requirements.

The Contract shall be in full force and effect upon the execution of both parties.

Equal Employment Opportunity Clause

Contractor and all sub-contractors working on the project shall conform in all respects to the rules of the Illinois Fair Employment Practices Commission.

CLAY/SAND INFIELD MIX
CHATHAM, ILLINOIS

SPECIFICATIONS

I. General Requirements

A. Completion Date

Material can be delivered immediately and shall all be delivered within 15 days of notice to proceed, barring inclement weather.

For each day weather prohibits work, an additional day shall be added to the contract completion deadline provided Contractor has duly prosecuted work during favorable days to that time. The failure of work to be completed by the stipulated dates will result in loss and damage to the Owner. In the event work is not completed by these specified dates, the Contractor shall pay damages to the Owner in the amount of \$50 per working day.

B. Damage to Existing Structures

If damage is done to the site or improvements during construction of the project, it shall be replaced or repaired by the Contractor at his own expense in a manner satisfactory to the Owner.

C. Measurement and Payment

Payment will be made on the basis of unit price bids for work items listed on the Proposal. Quantities shown in the proposal are approximate and payment will be made for the actual units of work installed. No payments will be made other than for those items in the Proposal, and the cost of all other work necessary for the project shall be included in the items shown.

II. Specifications

A. Reference

"The Standard Specifications for Road and Bridge Construction in Illinois" as adopted July 1, 1988, and as amended shall apply as referenced within these Specifications.

B. Project Drawings -- for reference to site

Sheet Number

Title

1

Grading and Culvert Installation Plan

C. Items of Work

1. Clay/Sand Infield Mix

The mix shall be a uniform mixture of 5 parts clay and 2 parts sand. Sand shall be fine sand with gradations as specified for FA 3, 8 or 9 in Section 703. Clay shall be a clean uniform clay (particle size less than .00008 inch in diameter) with no foreign large or particles.

LA may approve the material at its source prior to shipment to the site.

The correct amount of Clay/Sand Mix shall be end dumped at a location near each of four ball diamonds. Placing mix shall be done by others.

Massie & Massie
Associates
Inc.

August 15, 1991

Jay Kittel
Goodman Fence Inc.
5898 N. Walnut St.
Springfield, IL

Dear Jay,

Congratulations. Your proposal for Backstops and Fencing has been accepted by the Village of Chatham.

Enclosed are two sets of Contract Documents. Please sign both copies and return one set to this office. Please also furnish the required insurance certificates. The Village of Chatham, the IL Department of Conservation, and Massie Massie & Associates, Inc. must be named as additional insureds on the Liability Policy.

Attached are two copies of Change Order #1 which provides for 2 1/2" line posts on the 8 foot high fence. Please also sign both copies and return one to us.

The Village of Chatham expects to be ready for your work by mid-September. Please be prepared for that time. We will keep you informed as the time approaches.

We look forward to working with you.

Sincerely,

Sue Massie

cc. Terry Burke

Massie & Massie
Associates
Inc.

BACKSTOPS AND FENCING, CHATHAM, IL

CHANGE ORDER #1

The following changes should be made in the above project per recent discussions.

All (vertical) line posts for 8 foot high fencing shall be increased from 2 inch OD to 2 1/2 inch OD. All specifications for posts including galvanizing, footings, etc. shall remain the same.

The cost shall be \$440.00.

The total change to the contract amount resulting from this change order is an addition of \$440.00

X *Steve Massie*
Authorized by
Massie Massie & Associates, Inc.

Date: 7.15.91

X *Patricia A. Goodman*
Accepted by
Goodman Fence Inc.

Date: August 28, 1991

CONSTRUCTION CONTRACT

BACKSTOPS AND FENCING, CHATHAM, IL

Description of Agreement

This agreement defines the terms of a contract between the Owner:

The Village of Chatham
116 E. Mulberry Street
Chatham, IL
tele: 217-483-2451

and the Contractor:

Goodman Fence Inc.
5898 N. Walnut
Springfield, IL
tele: 487-7205

for construction of the project known as Backstops and Fencing, Chatham, IL in accordance with this Construction Contract, Contract Compliance Attachment, Instructions to Bidders, Proposal, Specifications, all Amendments and Change Orders issued, and Plan prepared by Massie Massie & Associates, Inc., 1210 South 5th Street, Springfield, IL. 62703, tele: 217-544-3210.

Contractor Agrees

The Contractor agrees to furnish the necessary material, labor and equipment to perform all work required for the construction of this project in strict compliance with the project documents above listed and hereby made part of this agreement,

To provide within 10 days of notice of award :

1. Two signed copies of this Construction Contract,
2. A certified copy of Public Liability, Automobile and Truck Liability, and Workmen's Compensation Insurance. The Village of Chatham, IL Department of Conservation and Massie Massie & Associates, Inc. shall be named as additional insureds on the liability policy.

To execute all work and provide final clean-up within the time period outlined in the specifications.



Owner Agrees

The Owner agrees to pay the Contractor a total of the actual quantities used in the project multiplied by the contractor's bid unit price. Contractor shall submit pay requests no more often than once a month and, upon approval of the work by the Landscape Architect, payment shall be made within 45 days.

Termination of Contract

This contract may be terminated by either party with 7 days written notice in the event of substantial failure of the other party. If the failure is in construction, settlement will be made to Contractor for the lesser amount of either work satisfactorily completed using unit bid prices or the difference between this contract amount and the cost of having another contractor complete the project.

Execution

Under aforesaid terms both parties hereby make and execute this contract on the date of the later signature below.

Village of Chatham
Owner

Goodman Fence Inc.
Contractor

Authorized Signature:

Authorized Signature:

Carl Oblige, Village President

Patricia A. Goodman

Date: *13, AUGUST, 1991*

Date: *August 28, 1991*

Attest:

Pat Schan
Village Clerk

"CONTRACT COMPLIANCE ATTACHMENT"

THIS PROJECT IS BEING FUNDED, IN PART, WITH FUNDS MADE AVAILABLE THROUGH THE STATE OF ILLINOIS "OPEN SPACE LANDS ACQUISITION & DEVELOPMENT" GRANT PROGRAM. THE FOLLOWING ARE CONTRACT COMPLIANCE REQUIREMENTS FOR PROJECTS ASSISTED WITH OPEN SPACE LANDS ACQUISITION & DEVELOPMENT GRANT FUNDS PROVIDED THROUGH THE ILLINOIS DEPARTMENT OF CONSERVATION

- A. The Contractor shall abide by and comply with all applicable Local and State laws relating to fair employment practices and prohibiting discrimination in employment contracts involving public funds, the construction or development of public buildings, works or facilities.
- B. The Contractor shall comply with and be bound by any applicable Local and State laws in any manner pertaining or relating to wages and claims of laborers, mechanics and other workmen, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities.
- C. The Contractor shall abide by and comport with all applicable Local and State laws relating or pertaining to the development and/or construction of public works, buildings or facilities, including but not in any manner limited to any and all applicable workmen's compensation acts or laws.
- D. The Contractor shall provide and furnish to the satisfaction of the Local Agency and IDOC good and sufficient performance bond(s) with adequate surety or sureties, with applicable penalty or loss clauses; concerning or relating to the construction of the proposed facilities and any losses, cost or damages arising out of, or by virtue of said construction by the Contractor of the specified project facilities, insuring, benefiting and protecting the Local Agency and IDOC.
- E. The Contractor shall personally and individually agree and covenant, and shall furnish and provide sufficient evidence of insurance, to indemnify, protect, defend at its own cost, and hold harmless the Local Agency and IDOC from and against all losses, damages, injuries, costs, expenses or claims thereof to or by persons or property, arising out of, through, under or by virtue of the construction and development of the specified project facilities.
- F. The Contractor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

BACKSTOPS AND FENCING
CHATHAM, ILLINOIS

PROPOSAL

This proposal is to the Village of Chatham, 116 West Mulberry, Chatham, IL.

The undersigned, having become familiar with the local conditions and with the Contract Documents, including the Proposal, Notice to Contractors, Instructions to Bidders, Specifications, Plan and all addenda thereto hereby proposes to provide all the labor, materials, tools, equipment, and services necessary to execute in a workman like manner the proposed Backstops and Fencing located in Chatham, Illinois.

We hereby propose to execute the work in accordance with all Contract Documents including Addenda Numbers , , and issued thereto for the following prices:

Item #	Description	Unit of Measure	Number of Units	Unit Price	Extended Price
1	Backstops				
	a. 80 feet wide -- 16' high	each	1	\$	\$ 2,074 ⁰⁰
	b. 60 feet wide -- 16' high	each	1	\$	\$ 1,588 ¹⁰
	c. 60 feet wide -- 12' high	each	2	\$ 1,156 ⁰⁰	\$ 2,312 ⁰⁰
2	Fencing				
	a. 8' high	1.ft.	560	\$	\$ 6,122 ⁹⁰
	b. 6' high	1.ft.	360	\$	\$ 3,250 ⁰⁰
TOTAL					\$ 15,453 ⁰⁰

Authorized Signature: *Jay D. Kittell*
 Date: *7-31-91*
 Company Name: *Goodman Fence Inc.*
 Address: *5898 N-Walnut*
 Telephone: *487-7205*

our tools, trucks, & manpower will

BACKSTOPS AND FENCING
CHATHAM, ILLINOIS

NOTICE TO CONTRACTORS

Sealed proposals will be received for Backstops and Fencing within the new community park in Chatham, IL until 4 pm local time on August 2, 1991 at the Chatham Village Hall, 116 E. Mulberry, Chatham, IL at which time they will be publically opened and read.

The project involves construction of backstops and fencing along base lines of four new ball diamonds.

Plans, specifications, and other bid documents may be viewed at the office of Massie Massie & Associates, Inc., 1210 South 5th Street, Springfield, IL. Bidding documents may be obtained from Massie Massie & Associates 217-544-3210.

Each completed proposal shall be accompanied by a list of equipment and a proposed schedule for the project. No bonding shall be required for bids or construction.

The Owner reserves the right to reject any and all bids, waive or not waive any technicalities, and accept any bid which it deems most favorable to the Owner. No bid may be withdrawn for 40 days after the bid opening date.

BACKSTOPS AND FENCING
CHATHAM, ILLINOIS

INSTRUCTIONS TO BIDDERS

Proposal

All proposals must be made out on the Proposal Form furnished by the Owner in accordance with these Instructions and Notice to Contractors.

All proposals must be accompanied by:

1. A list of equipment proposed for use at the project.
2. An estimated schedule of the project.

All Proposals must be signed by the appropriate individual or corporate officer of company submitting the proposal.

Note: No bonds (bid, performance, material) are required for this project.

Bidder's Responsibilities

Bidders will examine the project documents and the site to judge for themselves all the circumstances affecting the cost and nature of the work.

Bidders are required to inform themselves of labor and construction conditions of the area. The Contractor shall comply with prevailing wage rates. The Contractor shall use work methods which will not interfere with other contractors working at the site.

If any prospective bidder is in doubt about the meaning of the project documents or the proposed work, he may ask for clarification. Clarifications will be provided as necessary to all bidders.

Award of Contract and Duties of Awardee

An award will be made for the project scope which, in the judgement of the Owner, will be most advantageous to the Owner.

The Contract shall be considered awarded when notice of an award shall have been given to the bidder by the Owner or his representative.

The bidder to whom the Contract is awarded shall enter into a written contract for the project within 10 days after notice of such award and shall at the same time furnish:

1. Certificate of Public Liability, Bodily Injury and Property Damage Insurance with a minimum limit of \$500,000 for any one incident and an aggregate limit of \$1,000,000. The Village of Chatham, IL Department of Conservation, and Massie Massie & Associates, Inc. be named as additional insured for this policy.

2. Certificate of Automobile and Truck Public Liability, Bodily Injury and Property Damage Insurance with a minimum limit of \$500,000 for any one incident and an aggregate limit of \$1,000,000. with a minimum of \$1,000,000.

3. Certificates of Workmen's Compensation Insurance in accordance with state/local requirements.

The Contract shall be in full force and effect upon the execution of both parties.

Equal Employment Opportunity Clause

Contractor and all sub-contractors working on the project shall conform in all respects to the rules of the Illinois Fair Employment Practices Commission.

BACKSTOPS AND FENCING
CHATHAM, ILLINOIS

SPECIFICATIONS

I. General Requirements

A. Completion Date

Work can begin on September 15 and shall be completed within 45 days.

For each day weather prohibits work, an additional day shall be added to the contract completion deadline provided Contractor has duly prosecuted work during favorable days to that time. The failure of work to be completed by the stipulated dates will result in loss and damage to the Owner. In the event work is not completed by these specified dates, the Contractor shall pay damages to the Owner in the amount of \$50 per working day.

B. Utilities

Before construction begins, the Contractor shall obtain from all utility companies the exact location of any underground utilities in the area of construction, whether indicated on the plans or not. Any utilities disturbed by the Contractor shall be restored by him at his own expense. The Contractor shall coordinate with the proper utility the relocation of any utility designated on the plans or deemed necessary to be relocated by the LA in order to complete construction of the project.

C. Damage to Existing Structures

If damage is done to the site or improvements during construction of the project, it shall be replaced or repaired by the Contractor at his own expense in a manner satisfactory to the Owner.

D. Staking

LA shall provide field markers designating the layout of the project area.

E. Measurement and Payment

Payment will be made on the basis of unit price bids for work items listed on the Proposal. Quantities shown in the proposal are approximate and payment will be made for the actual

units of work installed. No payments will be made other than for those items in the Proposal, and the cost of all other work necessary for the project shall be included in the items shown.

II. Specifications

A. Reference

"The Standard Specifications for Road and Bridge Construction in Illinois" as adopted July 1, 1988, and as ammended shall apply as referenced within these Specifications.

B. Condition of Existing Site

The ball diamonds on the site will be substantially complete prior to construction of the backstops and fencing.

C. Project Drawings

Sheet Number	Title
1	Ball Diamond Layout

D. Items of Work

1. Backstops

One backstop shall be a total of 80 feet wide and 16 feet tall. One backstop shall be a total of 60 feet wide 16 tall. Two backstops shall be 60 feet wide and 12 feet tall as shown on Plan.

All vertical posts shall be constructed from Schedule 40, 3" OD steel pipe coated with 1.2 oz. zinc set 10 feet on center. Each post shall be set in a concrete footing 4 feet deep, 16 inches in diameter, and tapered on the surface to shed water to meet the approval of LA.

Beams shall be schedule 40, 1 5/8 inch OD steel pipe coated with 1.2 oz. zinc. Beams shall be mounted on posts at the top and bottom and every four feet on center with galvanized fittings specifically made for such purpose.

Fabric shall be 9 gauge steel galvanized with 1.2 oz. zinc. All fittings shall be galvanized steel or galvanized cast iron specially made for this purpose. Tie wires shall be 9 gauge galvanized wire. Fabric shall be secured to posts and beams with tie wires every 12 inches.

2. Fencing

All parts shall be schedule SS20 galvanized steel with 1.2 oz. of factory applied zinc coating. End posts shall be 2 7/8 inch OD, line posts shall be 2" OD, top rails shall be 1 5/8 OD, bottom wires shall be 7 gauge, and fabric shall be 2 inch 9 gauge and knuckled at both top and bottom.

Fencing shall be provided as shown in drawing. A total of 540 feet shall be 8 feet high and 320 feet shall be 6 feet high.

All posts shall be set not more than 10 feet on center plumb in concrete footings 24 inches deep and 12 inches in diameter. The top of the footing shall be tapered on the surface to shed water.

Bracing shall be provided for gates and terminal posts with horizontal brace rails and diagonal truss rods back to adjacent line posts.

Top rails shall be installed through line post loop caps connecting sections with sleeves to form a continuous rail between the terminal posts.

A bottom tension wire shall be stretched between terminal posts 6" above the grade and fastened to the outside of line posts with tie wires.

The fabric shall be pulled taut with a bottom selvage 2" above grade. Fabric shall be threaded through mesh and secured to terminal posts with tension bands at maximum 15" intervals. Fabric shall be secured to line posts and top rails with tie wires spaced a maximum of 12" on posts and 24" on rails. Fabric shall be attached to bottom tension wire with top rings at maximum 24" intervals.

All nuts for fittings, bands, and hardware bolts shall be installed on the inside of the fence.

Massie & Massie
Associates
Inc.

August 15, 1991

Mike Dobrin
Midwest Construction Products, Corp.
P.O. Box 409
Williamsville, IL 62693

Dear Mike,

Congratulations. Your proposal for providing engineering fabric to the Village of Chatham has been accepted.

Enclosed are two sets of the Contract Documents. Please sign both and return one complete set to this office as soon as possible.

The Village of Chatham would like to have the following items delivered to the Chatham Maintenance Building across from the Village Hall, 116 East Mulberry, at your earliest convenience.

1. 8 rolls 18 feet width woven fabric -- 50,400 sq.ft.
2. 7 rolls 12 feet 6 inches width woven fabric -- 44,100 sq.ft.
3. 1000 wire staples

Please call to schedule your delivery(ies).

We look forward to working with you.

Sincerely,

Sue Massie

cc. Terry Burke

CONSTRUCTION CONTRACT
ENGINEERING FABRIC, CHATHAM, IL

Description of Agreement

This agreement defines the terms of a contract between the Owner:

The Village of Chatham
116 E. Mulberry Street
Chatham, IL
tele: 217-483-2451

and the Contractor:

Midwest Construction Products, Corp.
P.O. Box 409
Williamsville, IL 62693
tele: 800-843-6175

for construction of the project known as (providing) Engineering Fabric (to) Chatham, IL in accordance with this Construction Contract, Contract Compliance Attachment, Instructions to Bidders, Proposal, Specifications, and all Amendments and Change Orders issued by Massie Massie & Associates, Inc., 1210 South 5th Street, Springfield, IL. 62703, tele: 217-544-3210.

The Project shall be providing Engineering Fabric Woven and Staples per the Bid Documents.

Contractor Agrees

The Contractor agrees to furnish the necessary material, labor and equipment to perform all work required for the construction of this project in strict compliance with the project documents above listed and hereby made part of this agreement,

To provide within 10 days of notice of award :

1. Two signed copies of this Construction Contract,

To execute all work within the time period outlined in the specifications.



Owner Agrees

The Owner agrees to pay the Contractor a total of the actual quantities used in the project multiplied by the contractor's bid unit prices within 45 days upon the conditional approval of the work by the Landscape Architect.

Termination of Contract

This contract may be terminated by either party with 7 days written notice in the event of substantial failure of the other party. If the failure is in construction, settlement will be made to Contractor for the lesser amount of either work satisfactorily completed using unit bid prices or the difference between this contract amount and the cost of having another contractor complete the project.

Execution

Under aforesaid terms both parties hereby make and execute this contract on the date of the later signature below.

Village of Chatham

Midwest Construction Products Corp.

Owner

Contractor

Authorized Signature:

Authorized Signature:

Carl Oblinger, Village President
Date: 13, AUGUST, 1991

Mike Dobson
Vice President
Date: 8/16/91

Attest:

Pat School
Village Clerk

"CONTRACT COMPLIANCE ATTACHMENT"

THIS PROJECT IS BEING FUNDED, IN PART, WITH FUNDS MADE AVAILABLE THROUGH THE STATE OF ILLINOIS "OPEN SPACE LANDS ACQUISITION & DEVELOPMENT" GRANT PROGRAM. THE FOLLOWING ARE CONTRACT COMPLIANCE REQUIREMENTS FOR PROJECTS ASSISTED WITH OPEN SPACE LANDS ACQUISITION & DEVELOPMENT GRANT FUNDS PROVIDED THROUGH THE ILLINOIS DEPARTMENT OF CONSERVATION

- A. The Contractor shall abide by and comply with all applicable Local and State laws relating to fair employment practices and prohibiting discrimination in employment contracts involving public funds, the construction or development of public buildings, works or facilities.
- B. The Contractor shall comply with and be bound by any applicable Local and State laws in any manner pertaining or relating to wages and claims of laborers, mechanics and other workmen, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities.
- C. The Contractor shall abide by and comport with all applicable Local and State laws relating or pertaining to the development and/or construction of public works, buildings or facilities, including but not in any manner limited to any and all applicable workmen's compensation acts or laws.
- D. The Contractor shall provide and furnish to the satisfaction of the Local Agency and IDOC good and sufficient performance bond(s) with adequate surety or sureties, with applicable penalty or loss clauses; concerning or relating to the construction of the proposed facilities and any losses, cost or damages arising out of, or by virtue of said construction by the Contractor of the specified project facilities, insuring, benefiting and protecting the Local Agency and IDOC.
- E. The Contractor shall personally and individually agree and covenant, and shall furnish and provide sufficient evidence of insurance, to indemnify, protect, defend at its own cost, and hold harmless the Local Agency and IDOC from and against all losses, damages, injuries, costs, expenses or claims thereof to or by persons or property, arising out of, through, under or by virtue of the construction and development of the specified project facilities.
- F. The Contractor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

Massie & Massie
Associates
Inc.

ENGINEERING FABRIC, CHATHAM, IL

Change Order #1

In addition to the materials outlined in my letter of award to you dated August 15, 1991, the following item should be added:

1 roll 15' x 300' Woven Engineering Fabric -- 4 1/2 oz.

Bid Price: \$.51 per sq.yd.

Increase in contract amount -- \$ 255.00.



Authorized by
Massie Massie & Associates, Inc.

Date: 8.20.91



Approved by
Midwest Construction
Products, Corp.

Date: 8/23/91

ENGINEERING FABRIC
CHATHAM, ILLINOIS

PROPOSAL

This proposal is to the Village of Chatham, 116 West Mulberry, Chatham, IL.

The undersigned, having become familiar with the local conditions and with the Contract Documents, including the Proposal, Notice to Contractors, Instructions to Bidders, Specifications, and all addenda thereto hereby proposes to provide all the labor, materials, tools, equipment, and services necessary to furnish Engineering Fabric to Chatham, Illinois.

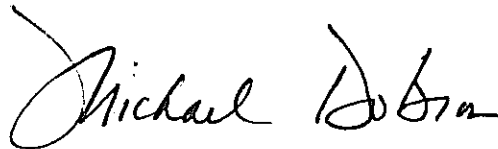
We hereby propose to execute the work in accordance with all Contract Documents including Addenda Numbers , , and issued thereto for the following prices:

Item #	Description	Unit of Measure	Number of Units	Unit Price	Extended Price
1	Engineering Fabric Non-woven Roll Size: 15' x 300'	sq.yds.	9850	\$.51	\$ 5023.50
2	Wire Staples	500	2	\$14.00	\$ 28.00
TOTAL					\$ 5051.50

Alternate #1

3	Engineering Fabric Woven Roll Size: 12'6" x 504' 18' x 350'	sq.yds.	9850	\$.41	\$ 4038.50
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Authorized Signature:



Date: July 29, 1991

Company Name: Midwest Constr. Prods. Corp.

Address: P.O. Box 409 Williamsville, IL 62693

Telephone: 800-843-6175

*Ames 2002
7-4-5 02
wt/woven -
make - 1wt.*

ENGINEERING FABRIC
CHATHAM, ILLINOIS

NOTICE TO CONTRACTORS

Sealed proposals will be received for Engineering Fabric to be used within the new community park in Chatham, IL until 4 pm local time on August 2, 1991 at the Chatham Village Hall, 116 E. Mulberry, Chatham, IL at which time they will be publically opened and read.

The project involves providing and delivering Engineering Fabric to the Chatham Maintenance Garage.

Plans, specifications, and other bid documents may be viewed at the office of Massie Massie & Associates, Inc., 1210 South 5th Street, Springfield, IL. Bidding documents may be obtained from Massie Massie & Associates 217-544-3210.

Each completed proposal shall be accompanied by a proposed schedule for the project. No bonding shall be required for bids or construction.

The Owner reserves the right to reject any and all bids, waive or not waive any technicalities, and accept any bid which it deems most favorable to the Owner. No bid may be withdrawn for 40 days after the bid opening date.

ENGINEERING FABRIC
CHATHAM, ILLINOIS

INSTRUCTIONS TO BIDDERS

Proposal

All proposals must be made out on the Proposal Form furnished by the Owner in accordance with these Instructions and Notice to Contractors.

All proposals must be accompanied by:

1. An estimated schedule of the project.

All Proposals must be signed by the appropriate individual or corporate officer of company submitting the proposal.

Note: No bonds (bid, performance, material) are required for this project.

Bidder's Responsibilities

Bidders will examine the project documents to judge for themselves all the circumstances affecting the cost and nature of the work.

If any prospective bidder is in doubt about the meaning of the project documents or the proposed work, he may ask for clarification. Clarifications will be provided as necessary to all bidders.

Award of Contract and Duties of Awardee

An award will be made for the project scope which, in the judgement of the Owner, will be most advantageous to the Owner.

The Contract shall be considered awarded when notice of an award shall have been given to the bidder by the Owner or his representative.

The bidder to whom the Contract is awarded shall enter into a written contract for the project within 10 days after notice of such award which shall state that the Contractor carries the following:

1. Public Liability, Bodily Injury and Property Damage Insurance with a minimum limit of \$500,000 for any one incident and an aggregate limit of \$1,000,000.

2. Automobile and Truck Public Liability, Bodily Injury and Property Damage Insurance with a minimum limit of \$500,000 for any one incident and an aggregate limit of \$1,000,000. with a minimum of \$1,000,000.

3. Workmen's Compensation Insurance in accordance with state/local requirements.

The Contract shall be in full force and effect upon the execution of both parties.

Equal Employment Opportunity Clause

Contractor and all sub-contractors working on the project shall conform in all respects to the rules of the Illinois Fair Employment Practices Commission.

ENGINEERING FABRIC
CHATHAM, ILLINOIS

SPECIFICATIONS

I. General Requirements

A. Completion Date

All fabric can be accepted immediately and shall be delivered no later than 14 days following contract execution.

The failure of work to be completed by the stipulated dates will result in loss and damage to the Owner. In the event work is not completed by these specified dates, the Contractor shall pay damages to the Owner in the amount of \$50 per working day.

B. Measurement and Payment

Payment will be made on the basis of unit price bids for work items listed on the Proposal. Quantities shown in the proposal are approximate and payment will be made for the actual units of work furnished. No payments will be made other than for those items in the Proposal, and the cost of all other work necessary for the project shall be included in the items shown.

II. Specifications

A. Reference

"The Standard Specifications for Road and Bridge Construction in Illinois" as adopted July 1, 1988, and as amended shall apply as referenced within these Specifications.

B. Items of Work

Base Bid

1. Engineering Fabric shall be Non-woven Fabric in compliance with Special Provision for Geotechnical Fabric for Ground Stabilization supplement revised July 1, 1988. Weight shall be approximately 4 1/2 oz. Fabric widths shall be 12 1/2 feet and 18 feet which Owner shall specify quantities of each. If other widths proposed, Bidder shall so state on bid form.

2. Wire Staples in accordance with Section 717.09(b) shall be provided.

Alternate Bid

2. Engineering Fabric shall be Woven Fabric in compliance with Special Provision for Geotechnical Fabric for Ground Stabilization supplement revised July 1, 1988. Weight shall be approximately 4 1/2 oz.