



# WE ARE BUILDING A BETTER HARVEY

*Integrity . Unity . Pride*

Christopher J. Clark, Mayor  
CITY OF HARVEY

## CITY OF HARVEY

### BID DOCUMENTS

### *2020 Traffic Calming Project*

**BID NUMBER:** 2020-09-01

**BID ISSUE DATE:** Wednesday, September 16, 2020

**PRE-BID MEETING:** Wednesday, September 23, 2020 at 4:00pm CT

**BID DUE:** Thursday, October 1, 2020 at 4:00pm CT

**BID OPENING DATE:** Thursday, October 1, 2020 at 4:30pm CT

**AWARD OF BID:** The City anticipates award of the contract to be on October 12, 2020

**PERFORMANCE BOND:** 100% upon Award of Contract

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# NOTICE TO BIDDERS AND INVITATION FOR BIDS

## CITY OF HARVEY – TRAFFIC CALMING PROJECT

THE CITY OF HARVEY, ILLINOIS, is seeking bids from qualified contractors for the construction of traffic calming measures at various locations. **Bids are due at 4:00pm CT on Thursday, October 1, 2020.**

**RECEIPT OF BIDS:** The City of Harvey will accept emailed bids for the materials, equipment, and labor necessary to install speed tables, speed humps, pavement markings, and signage until 4:00 P.M. CT on October 1, 2020. Bids must be emailed to Nick Greifer, Economic Development Director at [ngreifer@cityofharveyil.gov](mailto:ngreifer@cityofharveyil.gov) with the subject line: "HARVEY TRAFFIC CALMING PROJECT: BID." Bids will be opened and read aloud via videoconference at 4:30pm on Friday, October 1, 2020. The City will email videoconference information to known potential bidders prior to the bid opening.

**BID DOCUMENTS:** Project scope of work, bid requirements, and bid form can be found online at: <https://www.cityofharveyil.gov/requests-for-bids-rfps/>. Submission of a bid shall be conclusive assurance and warranty that the bidder has examined the plans and visited the project locations and understands all the requirements for performance of the work. The bidder shall not take advantage of any error or omission in the plans or bid. Completed bids are to be emailed to Nick Greifer, [ngreifer@cityofharveyil.gov](mailto:ngreifer@cityofharveyil.gov), with the subject line "HARVEY TRAFFIC CALMING PROJECT: BID."

**PRE-BID MEETING:** An optional pre-bid meeting will be held via webinar on Wednesday, September 23 at 4:00pm CT. Interested parties must register by sending an email to Nick Greifer with the subject line: "HARVEY TRAFFIC CALMING PROJECT: PRE-BID."

**QUESTIONS, CHANGES, CLARIFICATION:** Any questions must be emailed to Nick Greifer with the subject line: "HARVEY TRAFFIC CALMING PROJECT: QUESTIONS." The written questions, along with the City's responses, shall be circulated by addenda to all known potential bidders. Questions will be accepted until 4:00 P.M. CT on September 24, 2020. No inquiry received after that time will be given consideration. Replies and/or addenda will be emailed to all known potential bidders by 4:00 P.M. CT on September 25, 2020. Receipt of any addenda must be acknowledged in writing as part of the Bidder's Bid. Bidders shall be responsible for ensuring that they have received all addenda.

**RIGHT TO REJECT BIDS:** The City of Harvey reserves the right to reject any or all bids, waive technicalities, to determine the lowest bid based upon the base bid, alternates, or any combination thereof, and to be the sole judge of the responsiveness of any bid, the suitability of the equipment or services for intended purposes, and whether a bidder is deemed qualified as responsible and whether the bid is in the best interest of the City. Information to determine whether a bidder is responsible will include, but not be limited to, information provided by the bidder, publicly available information about the bidder (including information on social media), and information obtained from other customers.

**AWARD OF CONTRACT:** Unless all bids are rejected, the contract award will be made to the lowest responsive and responsible bidder that the City of Harvey, in its sole discretion, determines to be in the best interest of the City.

Timothy Williams  
City of Harvey, Illinois  
City Administrator

# 1. BID INSTRUCTIONS

## 1.1. GENERAL REQUIREMENTS

THE CITY OF HARVEY, ILLINOIS, is seeking bids from qualified contractors ("Contractor") for the construction of traffic calming measures at various locations. The Contractor shall propose to furnish all material, equipment, and labor required to complete the scope of work as described within this RFP. The RFP pricing requirements for traffic calming measures are explained in the Bid Response Pricing section of the RFP Documents. Add Alternates are allowed to be submitted in addition to the base scope of work. Contractors must be fully licensed in the State of Illinois, must be in Good Standing with the Illinois Secretary of State, and must comply with all laws of the State of Illinois (including Executive Orders of the Governor) and all Ordinances of the City of Harvey.

## 1.2. BID REQUIREMENTS

Bids must have the following elements in order to be considered for this Project:

- COVER LETTER: Letter stating the Contractor's interest for this Project.
- STATEMENT OF QUALIFICATIONS: a brief history of the company, project understanding, similar project experience, and bios of relevant personnel. List all subcontractors, if applicable, in this section.
- BID FORM: Completion of the Bid Form in **Appendix B**.
- MBE/WBE PARTICIPATION STATEMENT: Statement describing amount of anticipated participation by MBE/WBE firms as contractor or subcontractor in project, what steps Bidder has taken to secure MBE/WBE participation as per the requirements of the MBE/WBE county ordinance, and whether Bidder will seek a waiver to exempt Bidder from complying with MBE/WBE county policy (see Section 1.9).
- PROFESSIONAL LICENSE: Copies of current professional licenses, including any minority owned business forms.
- LOCAL HIRING STATEMENT: Statement concerning efforts that have been or will be taken to recruit and hire local workers to meet project needs, if any.
- CERTIFICATE OF INSURANCE: To include general liability and errors and omissions. Bidder must list City of Harvey and The Antero Group, LLC as an additional insured party upon successful contract.

Failure to provide all required Bid Requirements will result in automatic disqualification.

## 1.3. PRE-BID MEETING

An optional pre-bid meeting will be held via webinar on Wednesday, September 23 at 4:00pm CT. Interested parties must register by sending an email to Nick Greifer with the subject line: "HARVEY TRAFFIC CALMING PROJECT: PRE-BID."

## 1.4. QUESTIONS, CHANGES, CLARIFICATION

Any questions that arise must be emailed to Nick Greifer with the subject line: "HARVEY TRAFFIC CALMING PROJECT: QUESTIONS." The written questions, along with the City's responses, shall be circulated to all known potential bidders. Questions will be accepted until 4:00 P.M. CT on September 24, 2020. No inquiry received after that time will be given consideration. Replies and/or addenda will be emailed to all known potential bidders by 4:00 P.M. CT on September 25, 2020. Receipt of any addenda must be acknowledged in writing as part of the Bidder's Bid. Bidders shall be responsible for ensuring that they have received all addenda.

## 1.5. ADDENDA

Any changes to the bid documents or information requiring clarification will be issued in the form of a written addendum, provided to all known potential bidders, and uploaded to the City website. Once issued, an addendum becomes a part of the bid documents. It is the responsibility of each bidder to confirm that they have received all addenda prior to submitting a bid.

**1.6. RECEIPT AND OPENING OF BIDS**

The City of Harvey will accept emailed bids for the materials, equipment, and labor necessary to install speed tables, speed bumps, pavement markings and signage until 4:30 P.M. CT on October 1, 2020. Bids must be emailed to Nick Greifer, Economic Development Director at [ngreifer@cityofharveyil.gov](mailto:ngreifer@cityofharveyil.gov) with the subject line: "HARVEY TRAFFIC CALMING PROJECT: BID." Bids will be publicly read aloud at City Hall on Thursday, October 1, 2020 at 4:30pm CT. City Hall is located at 15320 Broadway Ave, Harvey, IL 60426. Bidder does not need to be present. In order to comply with restrictions related to the COVID-19 pandemic, the City may impose restrictions on attendance and read the bids through an online conference call.

**1.7. RIGHT TO REJECT BIDS**

The City of Harvey reserves the right to reject any or all bids, waive technicalities, and to be the sole judge of suitability of the equipment or services for intended purposes as deemed to be in the best interest of the City.

**1.8. AWARD OF CONTRACT**

Unless all bids are rejected, the contract award will be made to the lowest and most responsive bidder that the City of Harvey, in its sole discretion, determines to be in the best interest of the City.

**1.9. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES**

The City of Harvey's policy is to take a good faith effort to ensure that minority and women owned business enterprises are given the opportunity to demonstrate their ability to provide the City with goods and services at competitive prices. The City will defer to the Cook County Minority and Women Owned Business Enterprise ordinance laid out in Sec. 34-260 through Sec. 34-289. The Bidder shall state the name(s) of the minority and women business enterprise subcontractor(s) and the level of participation proposed for each firm to be awarded a subcontract, where applicable in its Bid. If the Bidder does not meet the MBE/WBE participation goal, Bidder must demonstrate that it made a good faith effort to satisfy the MBE/WBE participation goal with evidence of such efforts. This may include, but not limited to, the documentation of Bidder's attempts to identify, contact, and solicit viable MBE/WBE firms for the services required. Failure to provide the documentation or otherwise demonstrate good faith efforts will be taken into consideration by the City of Harvey in its evaluation of the Bidder's Bid.

**1.10. LOCAL BUSINESS PREFERENCE**

The City of Harvey will defer to Section 34-230 of the Cook County Code of Ordinances for local business preference, and the recommendation will be given to the local Bidder so long as the Bidder's Bid does not exceed the cost of other competitive bids by two (2) percent of project costs.

**1.11. VETERAN'S PREFERENCES AND INCENTIVES**

All Purchases for this project shall comply with the Veterans Preference Act and the City of Harvey will defer to the Cook County Code of Ordinances laid out in Sec. 34-237 through Sec. 239.

**1.12. PREVAILING WAGE**

The general prevailing rate of wages in Cook County for each craft or type of worker needed to execute the contract and perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor, shall be paid for each craft or type of worker needed to execute the contract or to perform the work. Prevailing wages will be paid in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*).

**1.13. UNBALANCED BIDDING**

Bidders shall not submit a bid, which contains irregularities of any kind, including unbalanced bids. By an unbalanced bid, it is meant that one or more separate items or subsections are substantially out of line with the current market price for the materials and/or work covered herein.

The City further reserves the right not to award or to negotiate any items whose unit prices or subsection appears excessive or unbalanced. Furthermore, the City reserves the right to reject the unbalance item(s) and to contract with another provider for the services without giving further consideration to the bidder.

**1.14. MODIFICATIONS**

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened, bids cannot be withdrawn or modified without the approval of the City of Harvey.

**1.15. WITHDRAWAL OF BIDS**

A bidder may withdraw a bid by emailing Nick Greifer, Economic Development Director, at [ngreifer@cityofharveyil.gov](mailto:ngreifer@cityofharveyil.gov).

**1.16. EQUIPMENT REQUIREMENTS**

All equipment shall meet the requirements of the federal government and the State of Illinois.

## 2. PURPOSE AND SCOPE

### 2.1. PURPOSE

Improving pedestrian safety is a key priority for the City of Harvey ("City"), as excessive speeding in the City is becoming an increasingly prevalent challenge. The City seeks to implement rapid response measures to improve safety for the community. Pedestrian safety improvements are a part of the Mayor's Building a Better Harvey Initiative. This bid for materials, equipment, and labor for the Traffic Calming Project and will be funded by a variety of sources including a DCEO grant, TIF funds, and others.

Additional background regarding this project is as follows:

- The City aims to coordinate the implementation of this Traffic Calming Project with planned improvements to the Downtown area, TIF districts, and other priority areas;
- The City recently passed a Complete Streets Policy, which should guide forthcoming traffic safety improvements; and
- The City plans to implement additional traffic calming and pedestrian safety measures in 2021.

### 2.2. SCOPE OF WORK

The Scope of Work for this project is for the construction of various traffic calming elements to help reduce speeding and improve pedestrian safety. Below is a general description of the traffic calming safety measures:

- Speed Humps:
  - One (1) on 151<sup>st</sup> Street between Hoyne Avenue and Seeley Avenue
  - One (1) on Lathrop Avenue south of E. 160<sup>th</sup> Street
- Speed Tables at each crosswalk location (4) at intersections:
  - E. 151<sup>st</sup> Street & Vine Avenue
  - E. 150<sup>th</sup> Street & Broadway Avenue
- Intersection Speed Table at intersection:
  - E. 157<sup>th</sup> Street and Marshfield Avenue
- Speed Table:
  - One (1) on Broadway Avenue between E. 153<sup>rd</sup> Street and E. 154<sup>th</sup> Street

Design and specifications for the above Scope of Work is provided in **Appendix A**. The Bid Form with summary of quantities for the Scope of Work is provided in **Appendix B**. **Appendix B must be filled out and returned as part of the bids.**

### 2.3. PROJECT TIMELINE

The City of Harvey anticipates award of the contract to be on or before October 12, 2020. All work shall be **completed by November 30, 2020**. This work will commence once the City of Harvey provides the awarded Contractor the Notice to Proceed. It will be mutually agreed by and between the Contractor and the City of Harvey the date of beginning, rate of progress, and the time for completion of the work to be done hereunder are Supplemental General Conditions of the contract; and it is further mutually understood and agreed that the work embraced in the contract shall be commenced on a date to be specified in the Notice to Proceed with the work.

The said work shall be prosecuted regularly, diligently, and uninterruptedly at such a rate of progress as will ensure full completion thereof within the time specified. The time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range

and usual industrial conditions prevailing in this locality. In the event services are not completed within the time specified for completion that the City of Harvey may, as liquidated damages for the inconvenience suffered by the City for not having its public improvements, retain from compensation due the Contractor the amount of \$250.00 per day for each day thereafter, Sundays and holidays included, that the contract remains uncompleted.

Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

1. To any preference, priority, or allocation or order duly issued by the City of Harvey; or
2. To any unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of the City of Harvey, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and unusually severe weather.

The Contractor shall, within fifteen (15) days from the beginning of such delay, notify the City of Harvey, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.



### **3. SUPPLEMENTAL GENERAL CONDITIONS**

#### **3.1. SUBCONTRACTING OR ASSIGNMENT OF CONTRACTS**

An individual, firm, partnerships, or corporation must have written consent of the City Administrator to assume obligation for performing the specified contract work. Any unauthorized subcontracting or assignment will result in a null and void contract.

#### **3.2. INDEMNIFICATION**

The paragraphs covering insurance in the Supplemental General Conditions contained herein, are simply to indicate to the Contractor the minimum amounts which the City requires them to carry. The amount of insurance carried by the Contractor in excess of the minimum amounts shall be at their discretion, but the Contractor shall keep in mind that they will be required to protect the City and leave the City harmless in any action which may arise as a result of, or in connection with, the work under this contract. The Contractor shall indemnify and hold harmless the City of Harvey, its agents and employees, from and against any and all liability claims, demands and judgments for damages arising out of or from any injuries to, death of persons, or damage to property of whatsoever kind of nature occasioned joint, several or concurring negligence of the Contractor, subcontractor, their employees and agents. Such indemnification shall include all claims based upon contract, tort (including any alleged active or passive negligence or participation in the wrong) or upon any alleged breach of any duty or obligation on the part of the City, its agents, employees, servants, or otherwise. The provisions of this section include any claim based on alleged damage to the business of any claimant and shall include all losses, damages, injuries, costs and expenses incurred by the City of Harvey, its agents, servants, and employees in connection with investigating any claim or defending any action, including any reasonable attorney's fees by reason(s) of servants or employees. The Contractor shall have all of their insurance carriers certify by endorsement that they will also protect the City and leave the City harmless in any action which may arise as a result of work under this contract by means of Contractual Liability insuring this Hold Harmless Clause to the full extent of coverage.

#### **3.3. PAYMENT**

It is the desire of the City of Harvey to promptly pay its vendors. It is the vendor's responsibility to submit all invoices directly to City of Harvey. All invoice submitted shall be in accordance with the cost provisions contained in the Contract Documents. No payment shall be made without such invoices having been submitted in the proper form approved by the City of Harvey. If the contract is terminated and any prepayment was made to the Contractor before services were rendered complete, the Contractor shall refund the City of Harvey, or a prorated basis to the effective date of termination, for all services or contract good not actually provided as a result of the termination.

#### **3.4. CONTACT WITH CITY PERSONNEL**

All bidders are prohibited from making any contact with the City Mayor, Trustees, or any other official or employee of the City (collectively, "City Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The City Manager reserves the right to disqualify any bidder found to have contacted City Personnel in any manner with regard to the Project. Additionally, if the City Manager determines that the contact with City Personnel was in violation of any provision of 720 ILCS 5/33EE, the matter will be turned over to the Cook County State's Attorney for review and prosecution.

### 3.5. CERTIFIED PAYROLL REQUIREMENTS (PUBLIC ACT 94-0515)

Effective August 10, 2005 Contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor. The certified payroll records must include for each worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

### 3.6. CHANGE ORDERS

The City believes that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All Change Orders and alternative suggestions must be approved by the City prior to execution.

- A. In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.
- B. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.
- C. Detailed written Requests for Change Orders must be submitted to the Purchasing Agent. In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the Purchasing Agent.
- D. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.
- E. A written Change Order must be issued by the Purchasing Agent prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

### 3.7. ADDITIONS/DELETIONS

The quantities indicated are estimated quantities. The City does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the City's requirements whether more or less than the estimated amount.

The City reserves the right to increase and/or decrease quantities, or add or delete locations during the term of the Agreement, whatever is deemed to be in the best interest of the City.

### **3.8. SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

### **3.9. HOLD HARMLESS**

The Contractor agrees to indemnify, save harmless and defend the City and its respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorneys' fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the City, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required by the Contractor.

### **3.10. TERMINATION**

The City reserves the right to terminate this Agreement, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this agreement. In the event that this Contract is terminated due to Contractor's default, the City shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

### **3.11. TERMINATION FOR DEFAULT**

The City reserves the right to immediately terminate this Agreement with written notification for default. Contractor's default shall include but not be limited to: failure to perform or complete tasks outlined in the specifications within the stipulated time frame, failure of requests to provide additional labor, any criminal activity by any staff member within the City, failure to promptly comply with the contract specifications and repeat non-compliance with the contract specifications after written notice, etc.

### **3.12. DISPUTES**

Should any disputes arise, the Chief Procurement Officer shall have final authority to resolve any disputes. Any dispute may be presented to the Chief Procurement Officer in writing, specifying the nature of the dispute and the relevant contract section. The Chief Procurement Officer will conduct a review and execute a decision in writing and mail or otherwise furnish a copy to the contractor and to the disputing party, if different from the contractor. Notwithstanding a dispute, the Contractor shall continue to discharge all its obligations, duties, and responsibilities set forth in the Contract during any dispute resolution proceeding, unless otherwise agreed in writing by the City of Harvey.

### **3.13. PROHIBITED INTEREST**

No official of the City of Harvey, who is authorized in such capacity and on the behalf of the City to negotiate, make, accept, or approve or to take part of negotiating, making, accepting, or approving any architectural,

engineering, inspection, construction, service, or material supply contract or any subcontract in connection with construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the City of Harvey, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

**3.14. INCIDENTAL WORK AT THE CONTRACTOR'S EXPENSE**

The work to be done by the Contractor, specified and enumerated under this contract, shall include any minor details of the work not specifically mentioned in the specifications, but obviously necessary for the proper completion of the work, which shall be considered incidental and as being a part of and included with the work for which prices are given. The Contractor will not be entitled to any additional compensation therefore.

**3.15. ASSIGNMENTS**

The Contractor shall not assign in whole or any part of this contract or any moneys due or to become due hereunder without the written consent of the City of Harvey. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

**3.16. PROPERTY OF THE CITY**

All documents, findings, and work products shall become the property of the City upon payment for services rendered.

**3.17. ON-ENFORCEMENT BY THE CITY**

The Contractor shall not be excused from complying with any of the requirements of the agreement because of any failure on the part of the City, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

**3.18. RESERVATION OF RIGHTS**

The City reserves the right to accept the Bid that is, in its judgment, the best and most favorable to the interests of the City and the public; to reject the low price Bid; to reject any and all Bids; to accept and incorporate corrections, clarifications or modifications following the opening of the Bid when to do so would not, in the City's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bid submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bid. The enforcement of this Reservation of Rights by the City shall not be considered an alteration of the bids.

**3.19. SAFETY AND HEALTH CONDITIONS**

The Contractor shall be solely responsible for the entire site and provide all the necessary protections as required by laws or ordinances governing such conditions as required by the City of Harvey. Contractor shall be responsible for any damage to the City of Harvey's property or that of others on the job, by themselves, their

personnel or their subcontractors, and shall make good such damages. Contractor shall be responsible for and pay for any claims against the City of Harvey arising from such damages. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Acts of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-054). Accident Prevention and Safety Measures: The Contractor shall comply with OSHA Parts 1910 and 1926, Construction Industry Standards and Interpretations, in effect on the date of issuance of the invitation for bid. The Contractor shall provide all necessary safety measures for the protection of all persons on the Work, and shall fully comply with all state laws or regulations and Illinois State Building Code requirements to prevent accident or injury to persons on or about the location of the work. Contractor shall clearly mark or post signs warning of hazards existing and shall barricade excavations and similar hazards. Contractor shall protect against damage or injury resulting from falling materials and shall maintain all protective devices and signs throughout the progress of the work.

### **3.20. PUBLIC CONVENIENCE AND PROTECTION**

During progress of the work, the convenience and protection of the public must be provided for, and interferences held to a minimum. The Contractor shall, at all times, conduct the work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. Roads and streets must be kept open at all times, or suitable detours provided. When necessary to close streets, "Streets Closed" signs shall be placed immediately adjacent to the work, at such locations as traffic demands, and the Contractor shall notify the City of Harvey, law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

### **3.21. INDEPENDENT CONTRACTORS**

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the City.

### **3.22. OMISSIONS/HIDDEN CONDITIONS**

The drawings and/or specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

### **3.23. CLEANUP**

Immediately after completion of the work, or any substantial unit or portion of it, the Contractor shall remove all unused material, refuse, and dirt placed by them in the vicinity of the work and shall leave the premises in a neat and orderly condition, satisfactory to the City of Harvey. Upon completion of the work, and before acceptance of and Final Payment for the project by the City, the Contractor shall remove all his surplus and discarded materials, excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall restore, in an acceptable manner, all property, both public and private, which has been

disturbed or damaged during the prosecution of the work; and shall leave the whole site in a neat and presentable condition.

### **3.24. CONTRACTOR'S INSURANCE**

The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance for all of his employees to be engaged in work on the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Worker's Compensation Statute, the Contractor shall cause each subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts: The Contractor's Liability shall be in an amount not less than \$500,000.00 for Bodily Injury, including accidental death, to any one person and an amount not less than \$1,000,000.00 on account of any one occurrence. Property damage Insurance in an amount not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate. Vehicular Liability of \$300,000.00 for any one person or \$500,000.00 for each occurrence. Subcontractor Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (a) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage, and Vehicular Liability Insurance of the type and in the same amounts as specified in the preceding paragraph, or (b) insure the activities of his subcontractors in his own policy. Scope of Insurance and Special Hazards: The insurance required name herein shall provide adequate protection for the Contractor and his subcontractors, respectively, as well as the City of Harvey, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also, against any special hazards which may be encountered in the performance of this contract.

### **3.25. EXCEPTIONS TO SPECIFICATIONS**

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications", prepared by the Bidder on its firm's letterhead, to be attached to and submitted with these documents at the time of submission of the bid. **Each exception must refer to the page number and paragraph to which it pertains.** The nature of each exception shall be fully explained. Bidders are cautioned that any exceptions to these specifications may be cause for rejection of the bid.

Should a Bidder submit a bid where any exception is not clearly marked, described and explained, the City will consider the bid to be in strict compliance with these specifications. If then awarded an agreement, the successful Bidder shall comply with all requirements in accordance with these specifications.

### **3.26. FIELD MODIFICATIONS**

A field modification is written by the City to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project. Field modifications do not affect either the project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the contractor if he fails

to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be complied with, but under protest.

### **3.27. GUARANTEES AND WARRANTIES**

All guaranties and warranties required shall be furnished by the bidder and shall be delivered to the City before the final voucher on the contract is issued.

### **3.28. WARRANTY**

A. Contractor warrants to the City that all materials furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. Prior to Final Completion, Contractor shall deliver to the City all warranties required under the Contract Documents, or to which Contractor is entitled from manufacturers, suppliers, and Subcontractors. Unless otherwise provided, all warranties for products and materials incorporated into the Work shall begin on the date of Substantial Completion and remain in effect for a period of one (1) year.

B. Neither the final payment, any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of Work not done in accordance with Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Contractor or its sureties shall remedy any defects in Work and any resulting damage to Work at its own expense. Contractor shall be liable for correction of all damage resulting from defective Work. If Contractor fails to remedy any defects or damage, the City may correct the defective Work or repair damages and the cost and expense incurred shall be paid by or be recoverable from the Contractor or its surety.

C. Contractor warrants that the Work shall be done in a workmanlike manner in strict accordance with the Contract Documents and guarantees that the labor and material will be free of defects for the period stated in the Contract Documents, but in no event less than one (1) year from the date of Substantial Completion.

### **3.29. COORDINATION**

The Contractor shall appoint a single point of contact for communications and coordination with the Public Works Director or his/her designee. This individual shall be responsible for arranging work assignments, followup monitoring and supervision of work.

### **3.30. REPORTING**

A status report indicating the work completed the week prior and the work planned for the current week should be provided to the Director of Community Development or his/her designee weekly. The weekly report should also indicate any issues that the Contractors staff have experienced during the week as well as any work planned that was not accomplished.

**3.31. DAMAGES**

The Contractor is responsible for any damage to public or private property caused as a result of their work. The Contractor shall take all necessary steps to prevent damage to public right-of-ways, trees, businesses, houses, sidewalks, and other real or personal property. If any claims are filed by residents, the Contractor should resolve all claims and report the claim to the Director of Community Development or his/her designee within 12 hours.

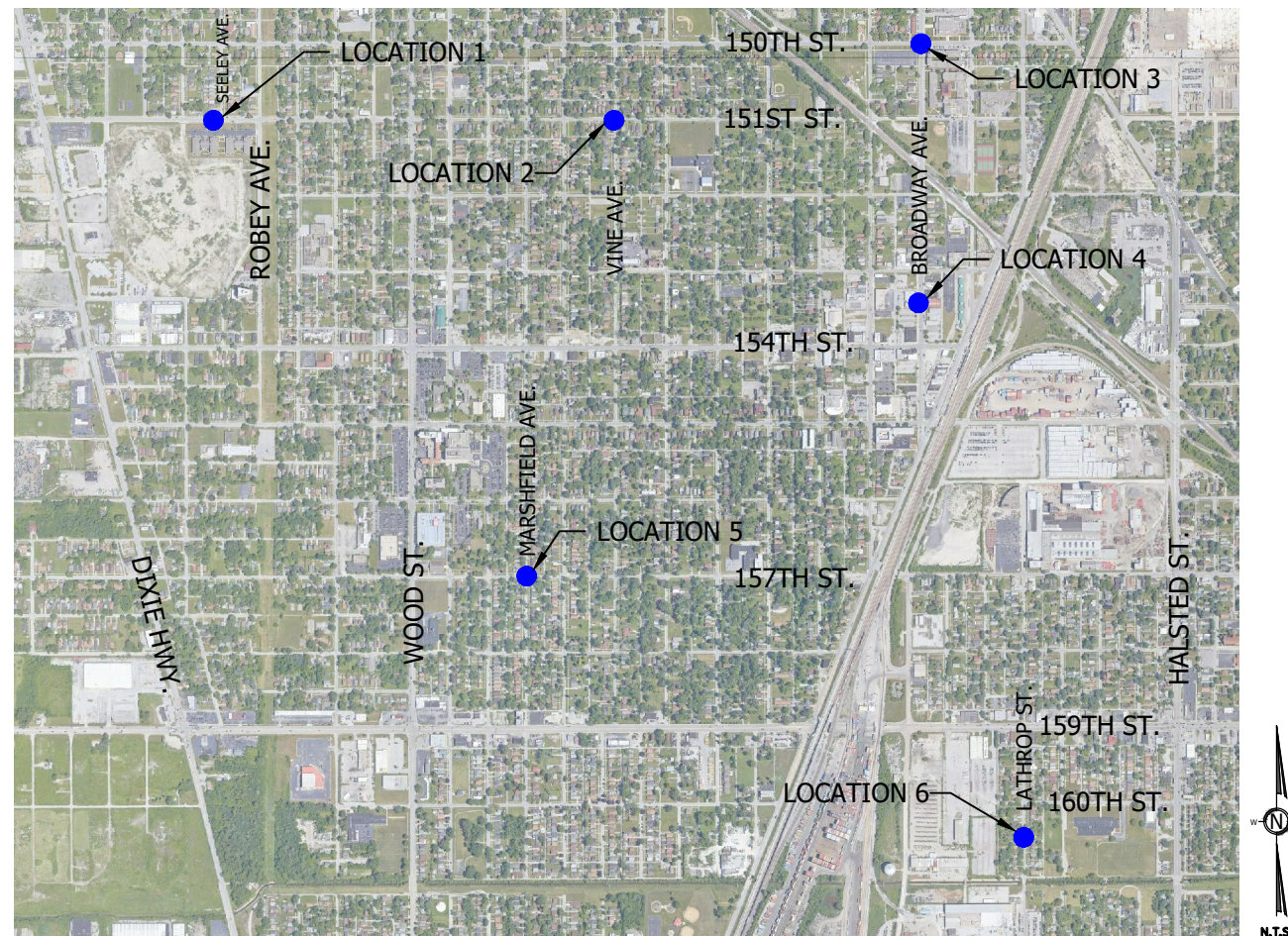


## **Appendix A. Project Specifications**

# 2020 TRAFFIC CALMING PROJECT SPEED HUMPS AND SPEED TABLES

VARIOUS LOCATIONS  
HARVEY, ILLINOIS

## LOCATION MAP



## INDEX OF SHEETS

### SHEET NO. DESCRIPTION

- |   |                           |
|---|---------------------------|
| 1 | COVER SHEET               |
| 2 | LOCATION 1 – SPEED HUMP   |
| 3 | LOCATION 2 – SPEED TABLES |
| 4 | LOCATION 3 – SPEED TABLES |
| 5 | LOCATION 4 – SPEED TABLE  |
| 6 | LOCATION 5 – SPEED TABLE  |
| 7 | LOCATION 6 – SPEED HUMP   |

OWNER  
CITY OF HARVEY  
MAYOR CHRISTOPHER J. CLARK  
15320 BROADWAY AVENUE  
HARVEY, IL 60426  
PHONE: 708-210-5300

CITY OF HARVEY  
NICHOLAS GREIFER  
ECONOMIC DEVELOPMENT DIRECTOR  
15320 BROADWAY AVENUE  
HARVEY, IL 60426  
PHONE: 708-341-1316  
NGREIFER@CITYOFHARVEYIL.GOV

CIVIL ENGINEER  
ERIC V. NEAGU, PE, LEED AP  
THE ANTERO GROUP, LLC.  
1212 N. ASHLAND  
CHICAGO, IL 60622  
PHONE: 773-403-5137  
ENEAGU@ANTEROGROUP.COM

JEFFREY B. EKEGREN  
THE ANTERO GROUP, LLC.  
1212 N. ASHLAND  
CHICAGO, IL 60622  
PHONE: 773-443-7552  
JEKEGREN@ANTEROGROUP.COM

## GENERAL NOTES

- THE ILLINOIS DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS, CURRENT EDITION SHALL GOVERN THE PERFORMANCE OF THE WORK. PROJECT SPECIFICATIONS, SPECIAL PROVISIONS, CONSTRUCTION PLANS AND SUBSEQUENT DETAILS ARE ALSO TO BE CONSIDERED AS PART OF THE CONTRACT. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THE WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE TO BE CONSIDERED AS PART OF THE CONTRACT.
- BEFORE STARTING ANY EXCAVATION, THE CONTRACTOR SHALL CALL 811 FOR FIELD LOCATIONS OF ALL UTILITIES.
- CITY OF HARVEY IS TO BE NOTIFIED OF ANY ROAD CLOSURES AT LEAST 48 HOURS PRIOR TO CLOSURE.
- ALL PAVEMENT MARKINGS ARE TO BE WHITE, THERMOPLASTIC PER IDOT SPECIFICATIONS.
- NO CONSTRUCTION PLANS SHALL BE USED FOR CONSTRUCTION UNLESS SPECIFICALLY MARKED "FOR CONSTRUCTION." PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THE WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IN ADDITION, THE CONTRACTOR MUST VERIFY THE ENGINEER'S LINE AND GRADES. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, STANDARD SPECIFICATIONS AND/OR SPECIAL DETAILS, THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTION FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK AFFECTED BY OMISSION OR DISCREPANCIES. FAILING TO SECURE SUCH INSTRUCTION, THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTION ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL AND CONCLUSIVE.
- BEFORE ACCEPTANCE BY THE OWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED AND APPROVED BY THE OWNER OR THEIR REPRESENTATIVES. FINAL PAYMENT WILL BE MADE AFTER ALL OF THE CONTRACTOR'S WORK HAS BEEN APPROVED AND ACCEPTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING ANY ROAD OR SIDEWALK OF MATERIAL THAT IS FROM THE PROJECT. THIS WILL BE DONE AT THE CLOSE OF EACH DAY OF WORK OR MORE FREQUENTLY AS MAY BE REQUIRED DUE TO FIELD CONDITIONS.
- ALL STORM WATER INLETS, CATCH BASINS, AND MANHOLES INTENDED TO TAKE STORM WATER SHALL BE PROTECTED WITH FILTERS. DURING CONSTRUCTION, ALL SEDIMENT SHALL BE REMOVED. ALL FILTERS SHALL BE REPAIRED OR REPLACED AS NEEDED.
- CONSTRUCTION ACCESS TO THE SITE SHALL BE ONLY AS SHOWN ON THE APPROVED PLANS. ALL VEHICLES LEAVING THE SITE, ONTO PUBLIC RIGHTS OF WAY, SHALL BE CLEANED TO PREVENT "TRACKING" OF MUD, DIRT OR OTHER DEBRIS.
- ALL SEDIMENT AND DEBRIS SHALL BE KEPT FROM ENTERING THE STORM SEWER STRUCTURES OR IN THE RIGHT-OF-WAY AT ALL TIMES DURING CONSTRUCTION.
- WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC DURING ALL PHASES OF CONSTRUCTION ARE REQUIRED.
- THE CONTRACTOR IS RESPONSIBLE FOR RETURNING ALL AREAS AFFECTED BY EQUIPMENT OR LABORERS TO EXISTING CONDITIONS. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL NEW WORK UNTIL COMPLETION OF THIS CONTRACT.
- THE CONTRACTOR SHALL INDEMNIFY THE OWNER, THE ENGINEER, AND OTHER AGENCIES FROM ALL LIABILITY INVOLVED IN THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.
- PROPOSED CONSTRUCTION MATERIALS SHALL BE SUBMITTED TO THE OWNER AND ENGINEER FOR APPROVAL IN ADVANCE OF MOBILIZATION. ANY DEVIATION FROM THE APPROVED CONSTRUCTION MATERIALS LIST MUST BE APPROVED BY THE ENGINEER IN WRITING.



Know what's below.  
Call before you dig.

*Eric V. Neagu*

SIGNATURE

09/14/2020

DATE



PREPARED FOR  
CITY OF HARVEY  
15320 BROADWAY AVE  
HARVEY, IL. 60426

2020 TRAFFIC CALMING PROJECT  
COVER SHEET  
HARVEY, ILLINOIS

REVISION DESCRIPTION

DATE

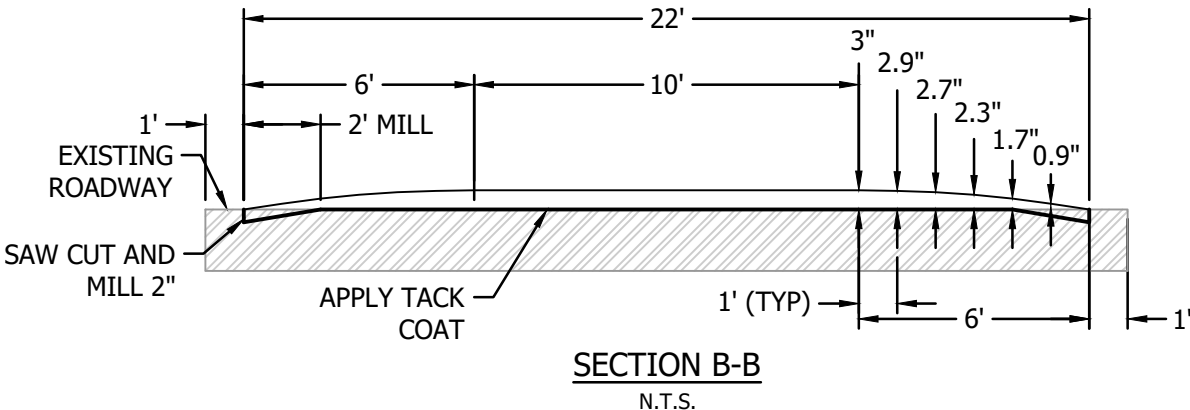
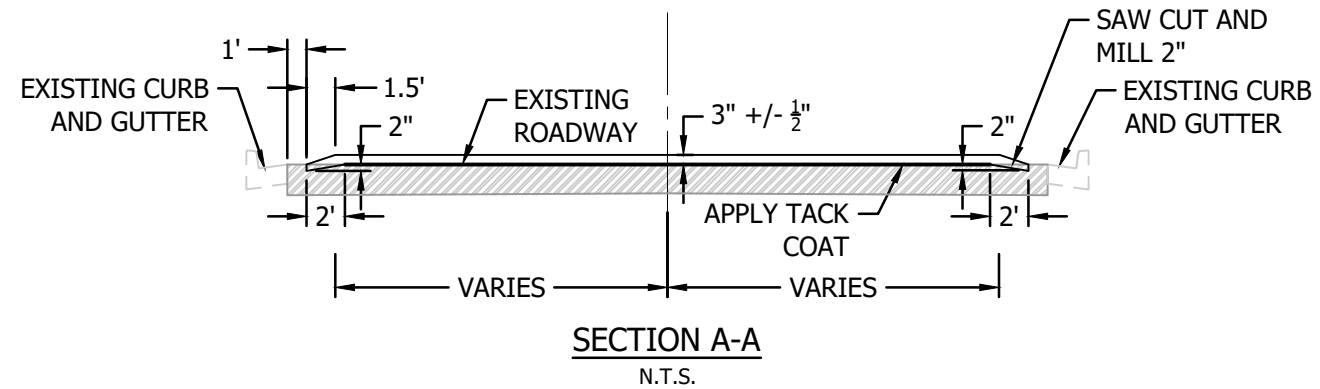
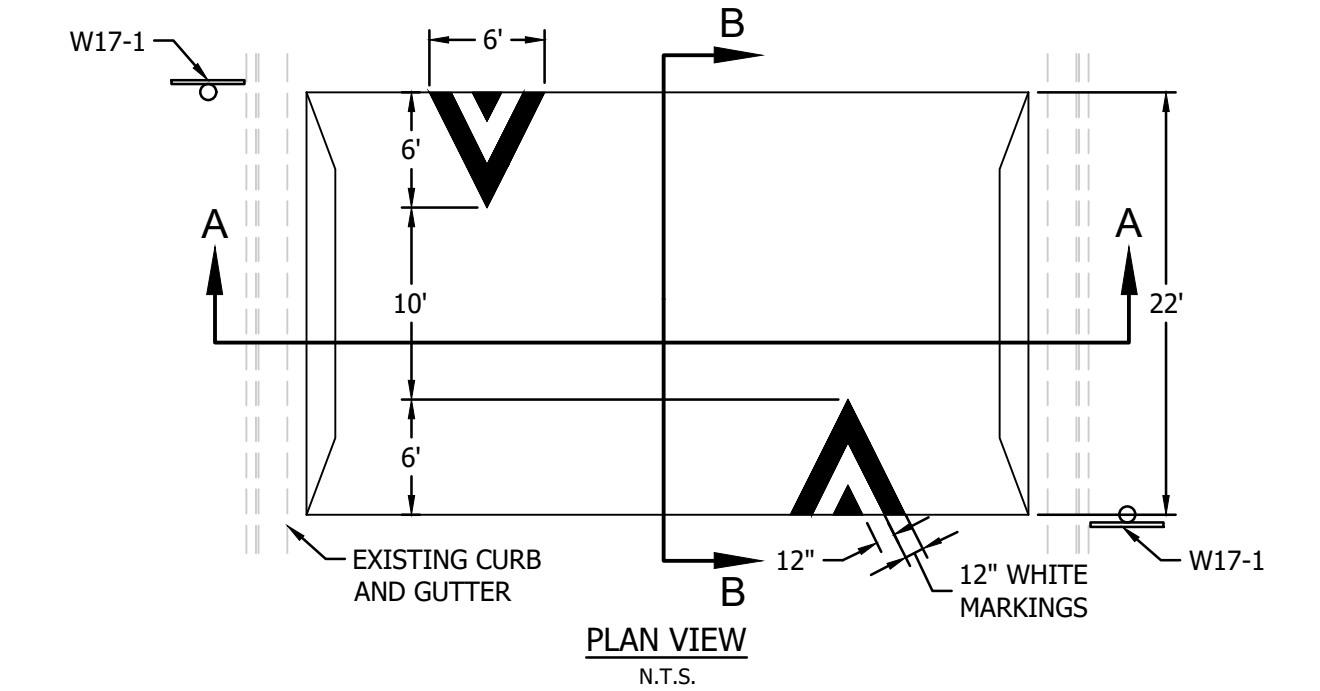
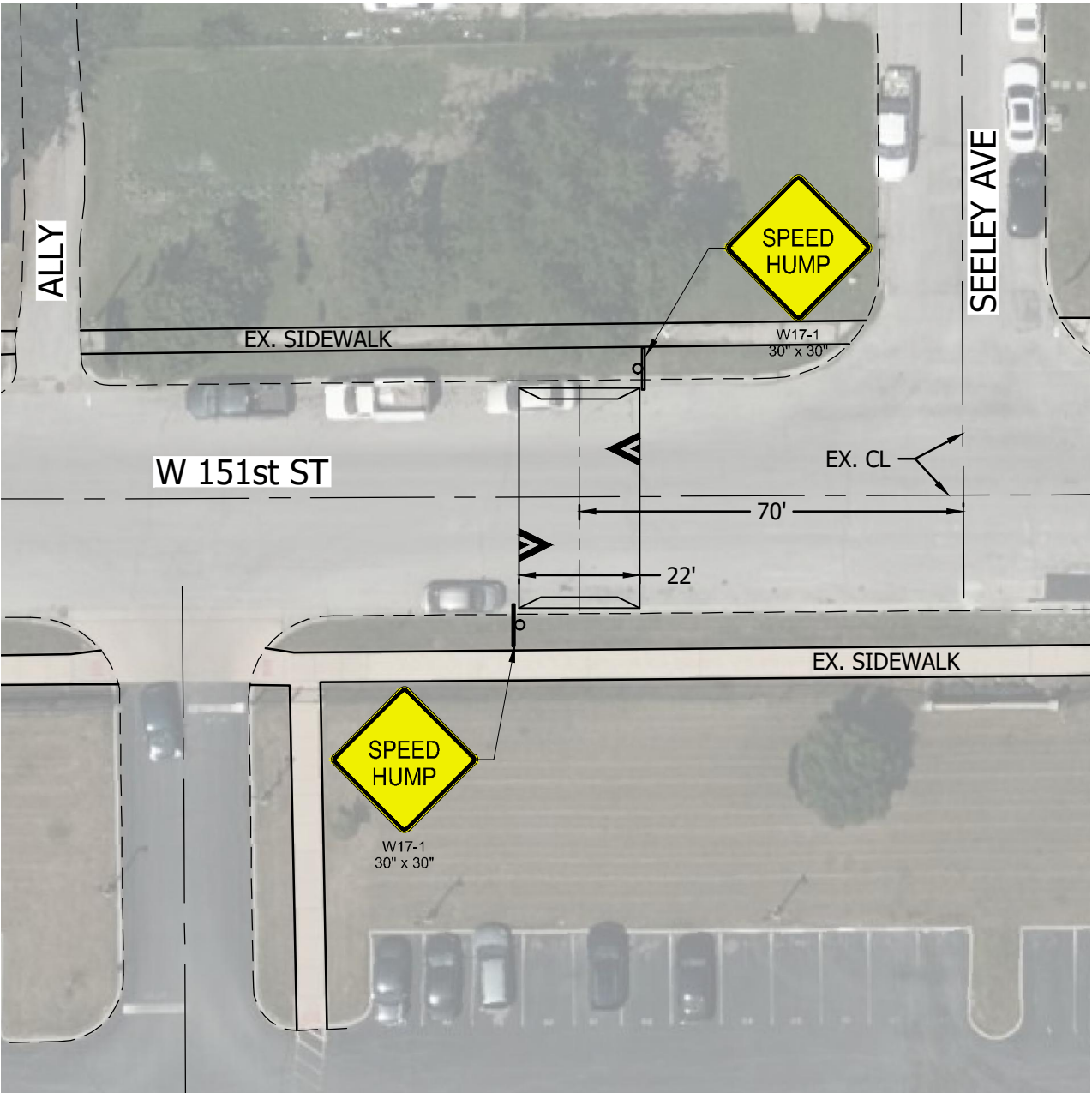
No.



DRAWN BY: AKW  
DESIGNED BY: AKW  
REVIEWED BY: JBE  
DATE: 09/14/2020  
FILE:  
CAD:  
SHEET 1



LOCATION 1

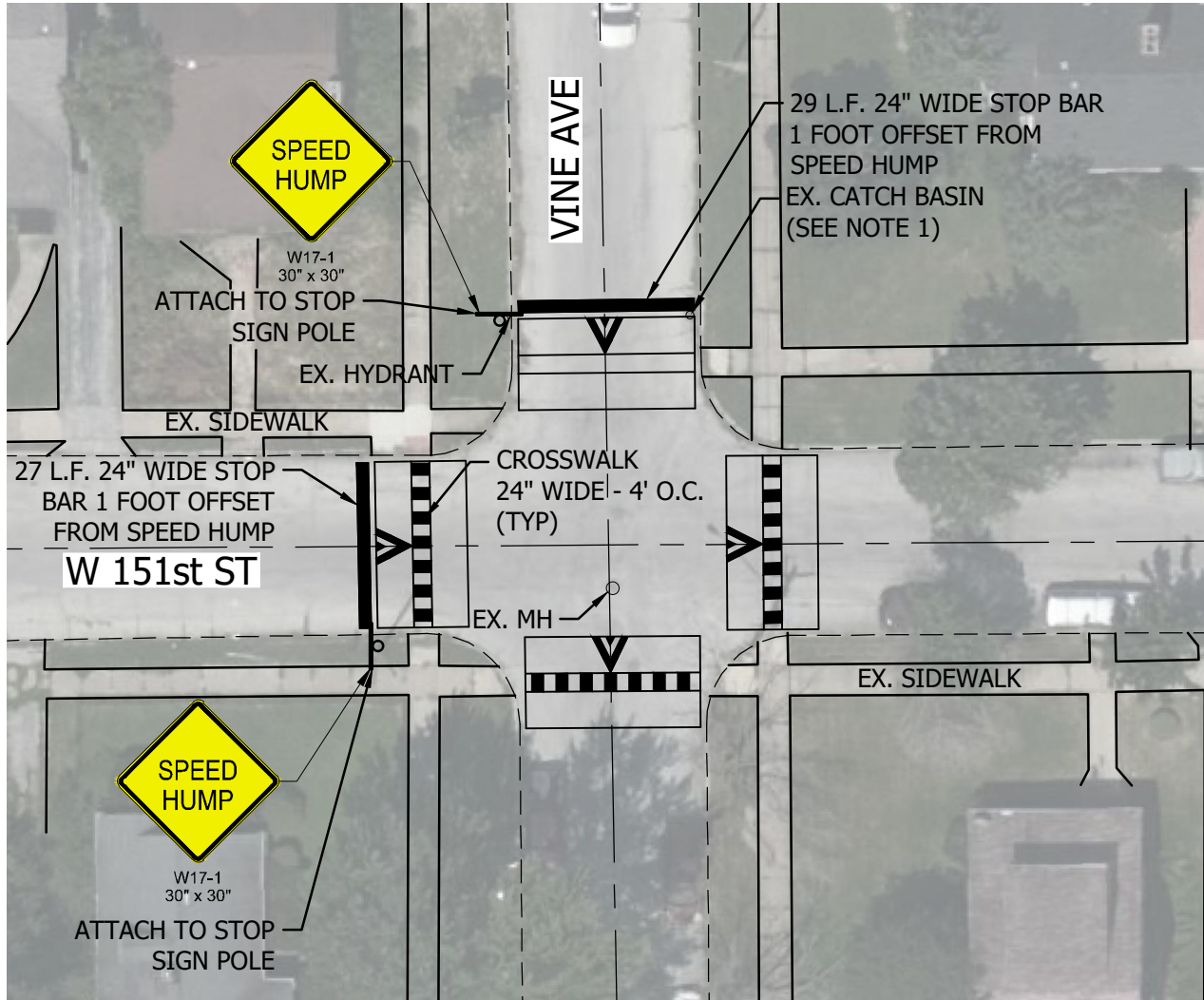


SPEED HUMP NOTE:

SPEED HUMP SURFACE SPECIFICATION:  
HMA SURFACE COURSE, MIX 'D' N<sub>50</sub>.

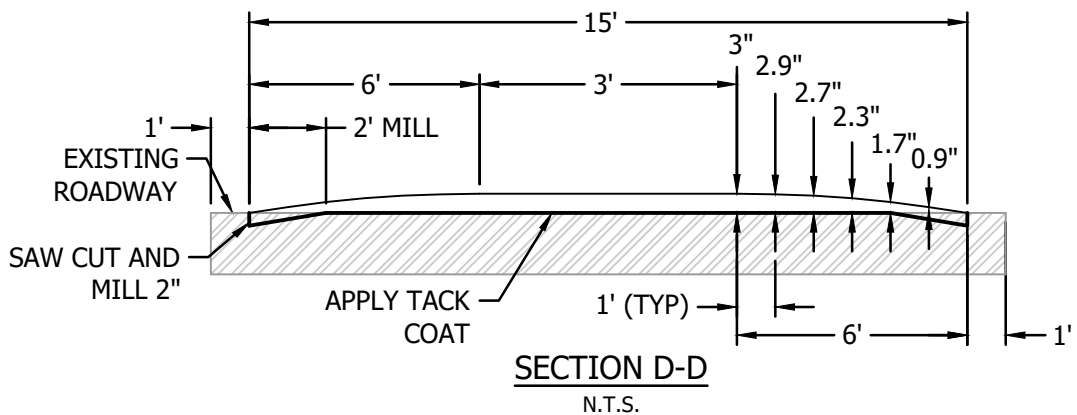
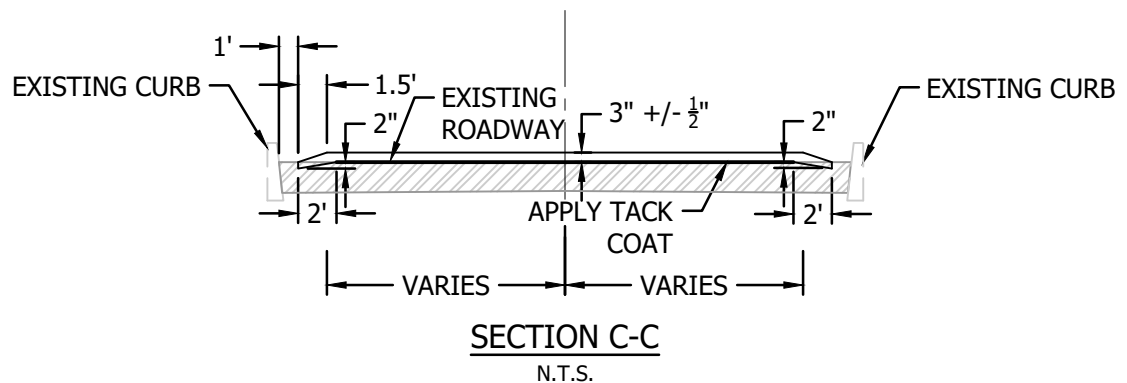
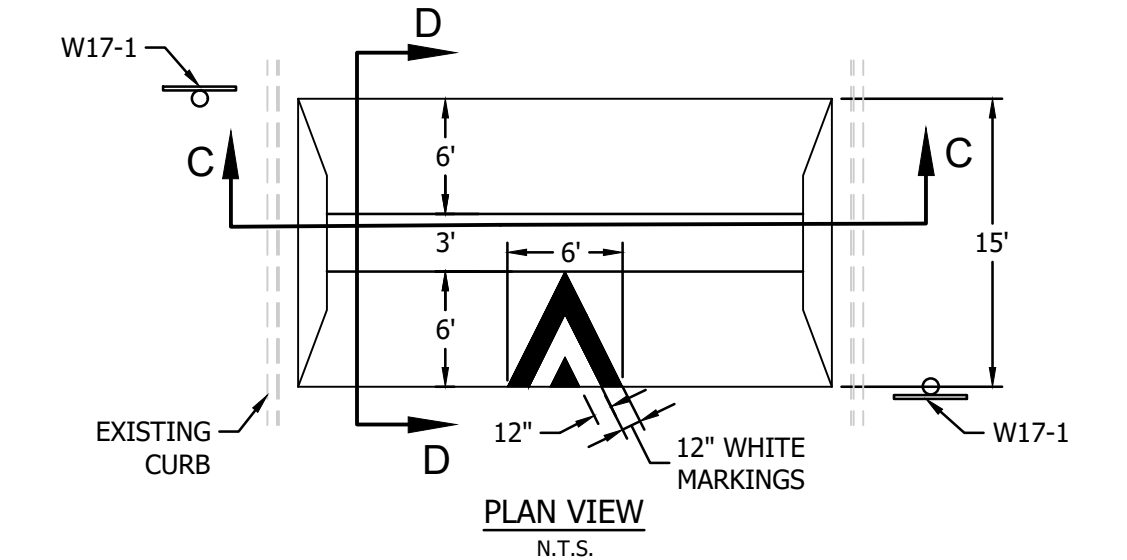


## LOCATION 2



**NOTE:**

1. KEEP SPEED HUMP 1 FOOT OFF OF THE EXISTING CATCH BASIN.



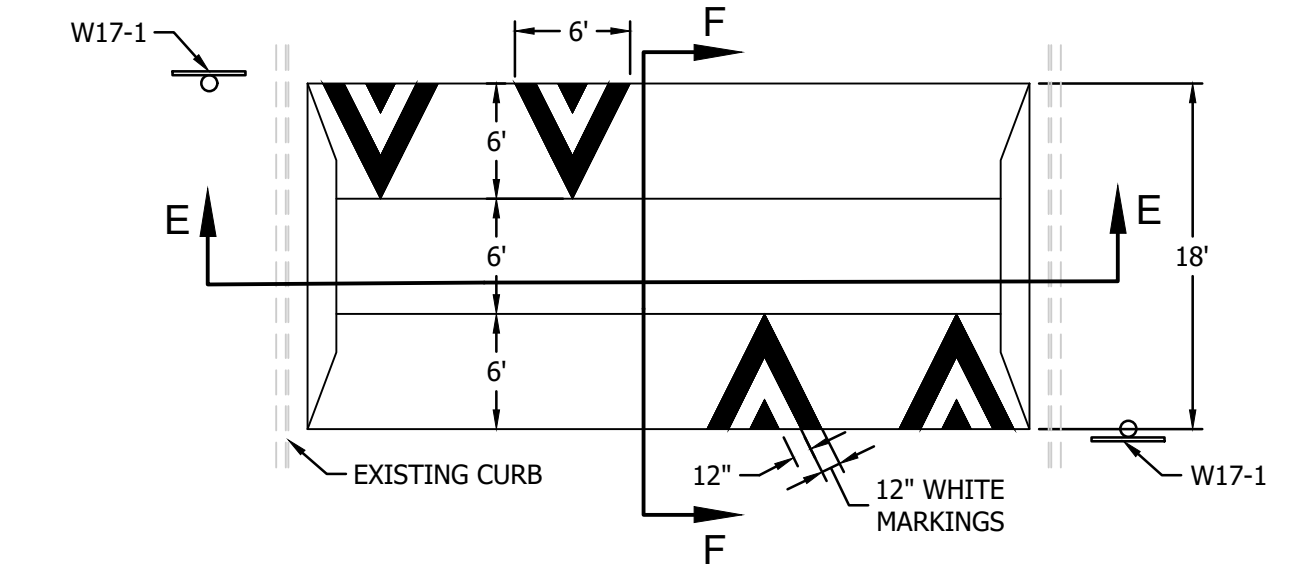
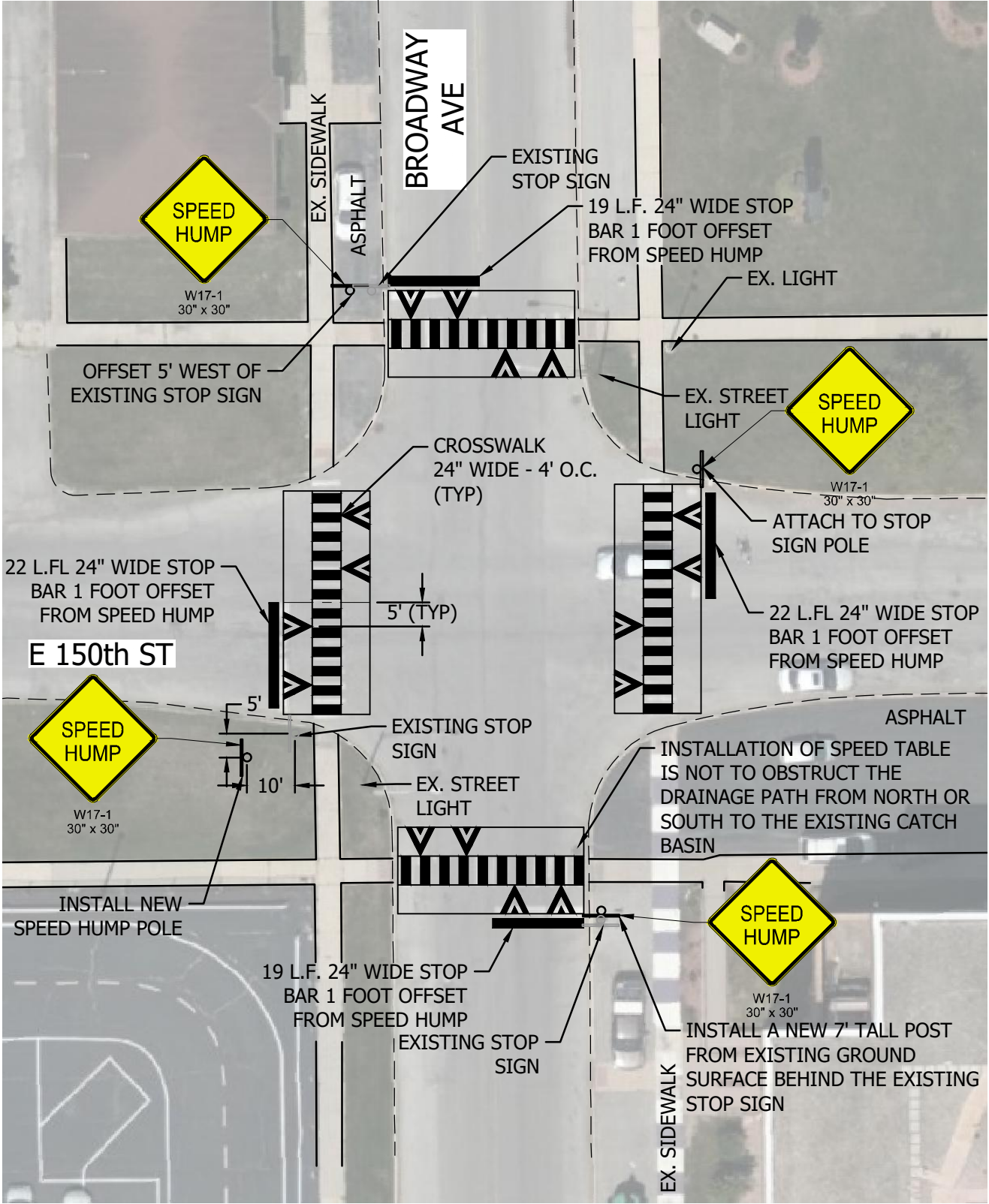
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SPEED HUMP SURFACE SPECIFICATION:  
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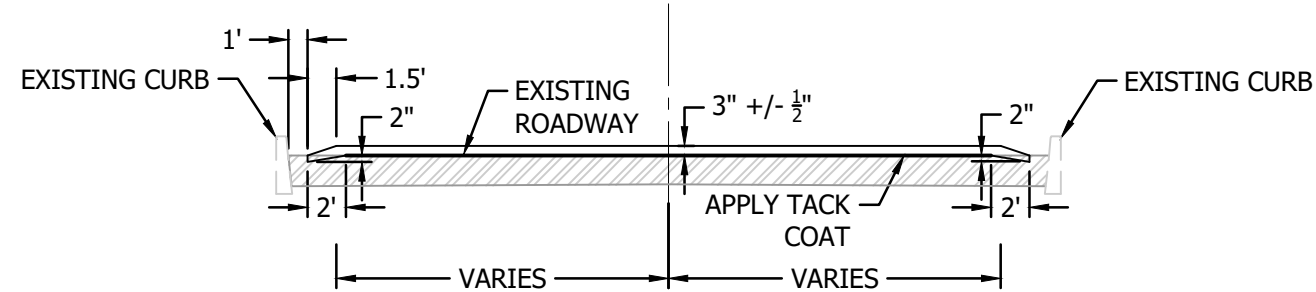


Know what's **below**.  
**Call** before you dig.

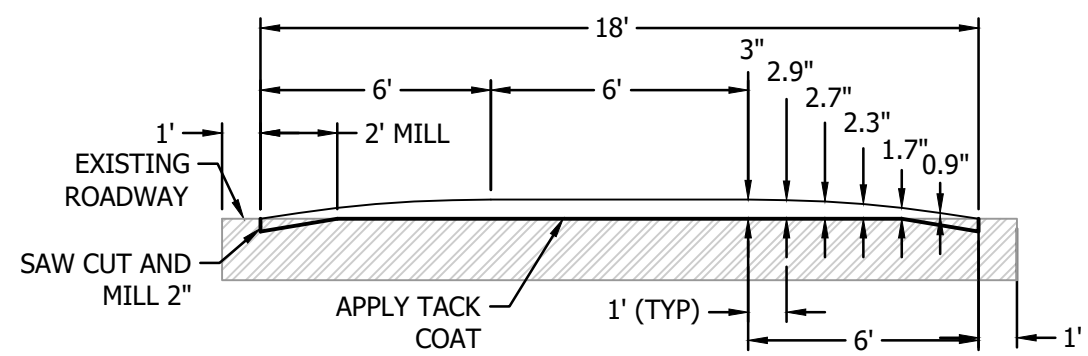
LOCATION 3



PLAN VIEW  
N.T.S.



SECTION E-E  
N.T.S.



SECTION F-F  
N.T.S.

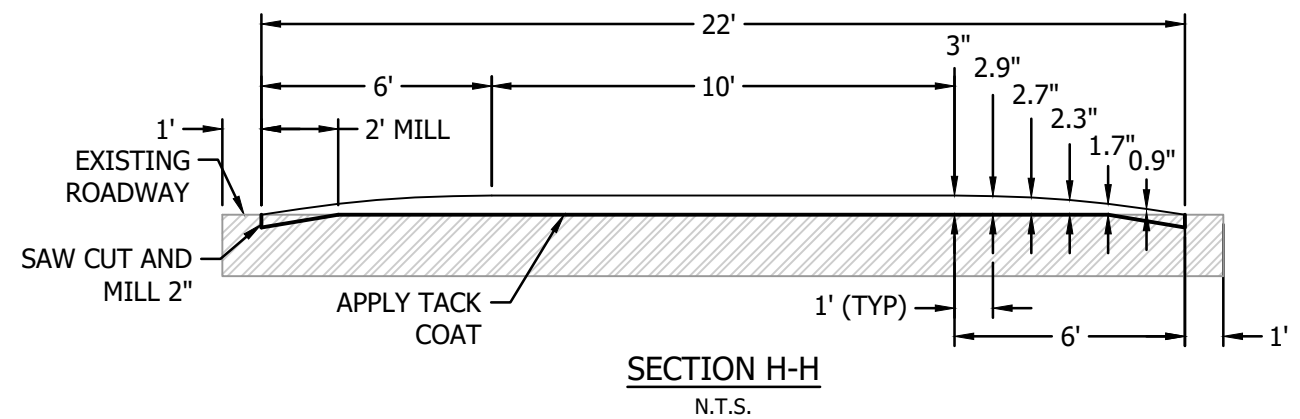
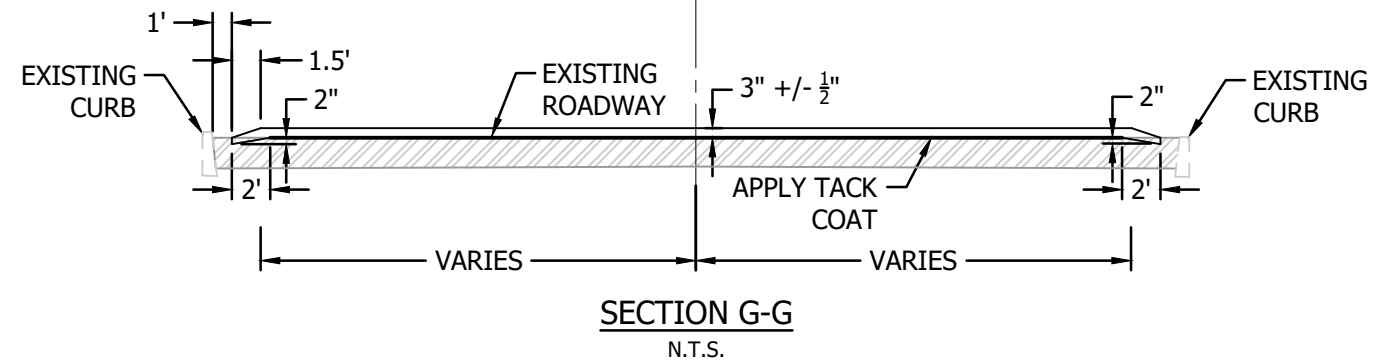
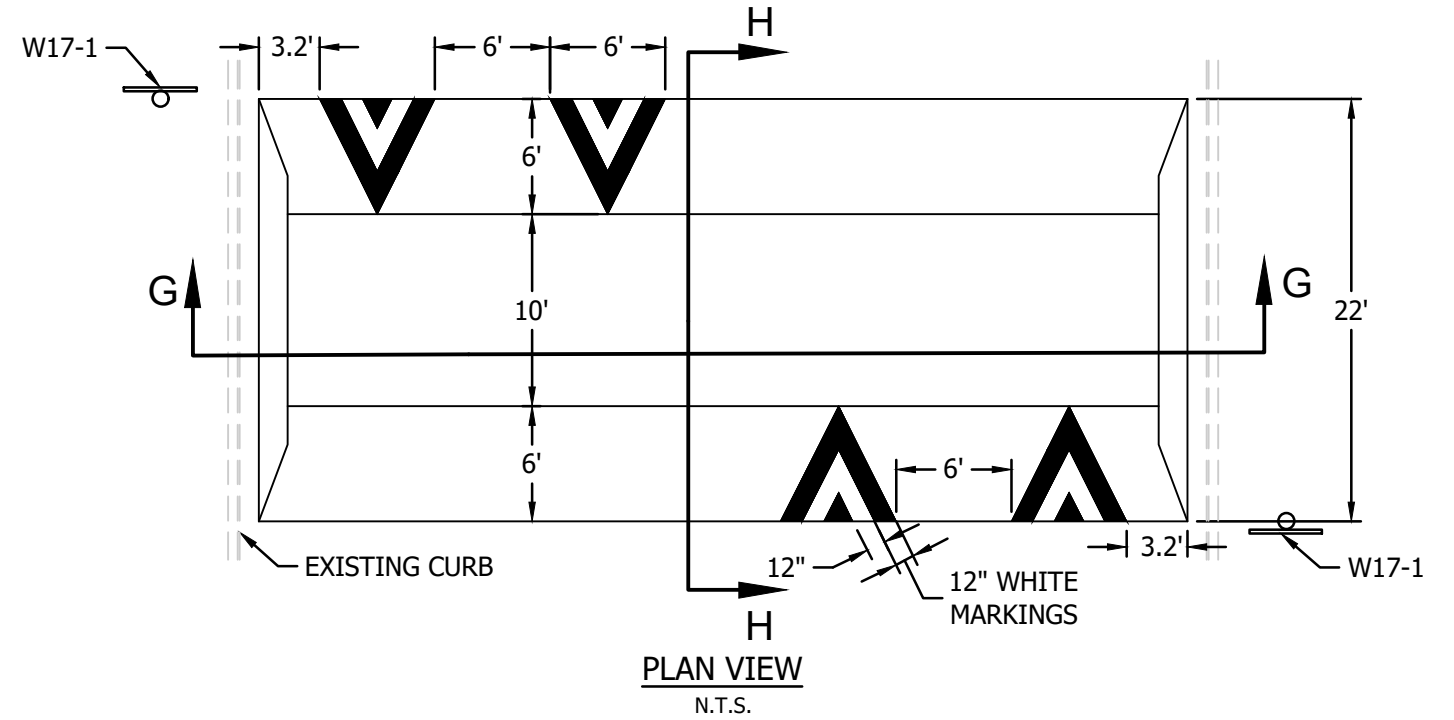
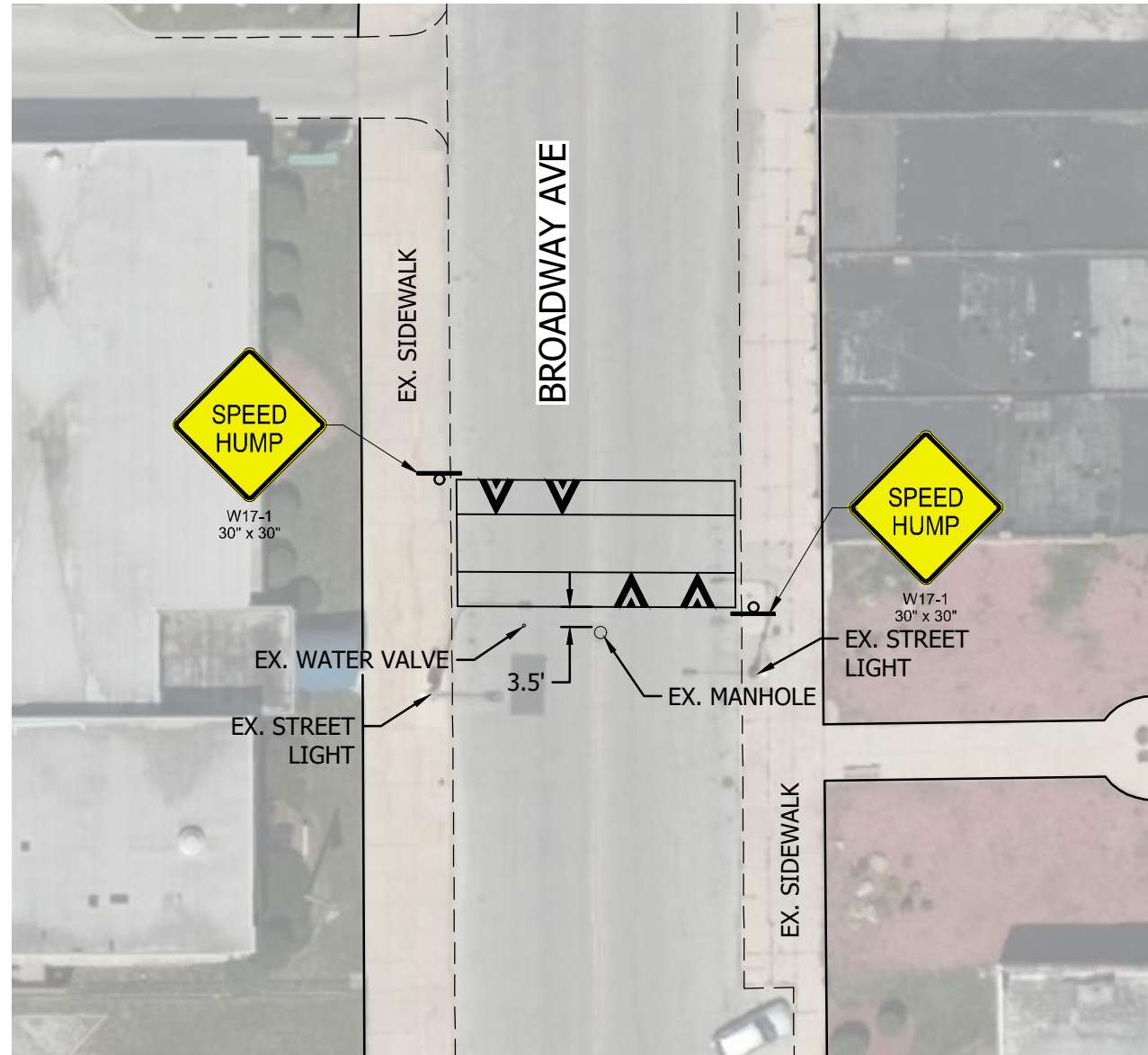
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SPEED HUMP SURFACE SPECIFICATION:  
HMA SURFACE COURSE, MIX 'D' N<sub>50</sub>.





## LOCATION 4



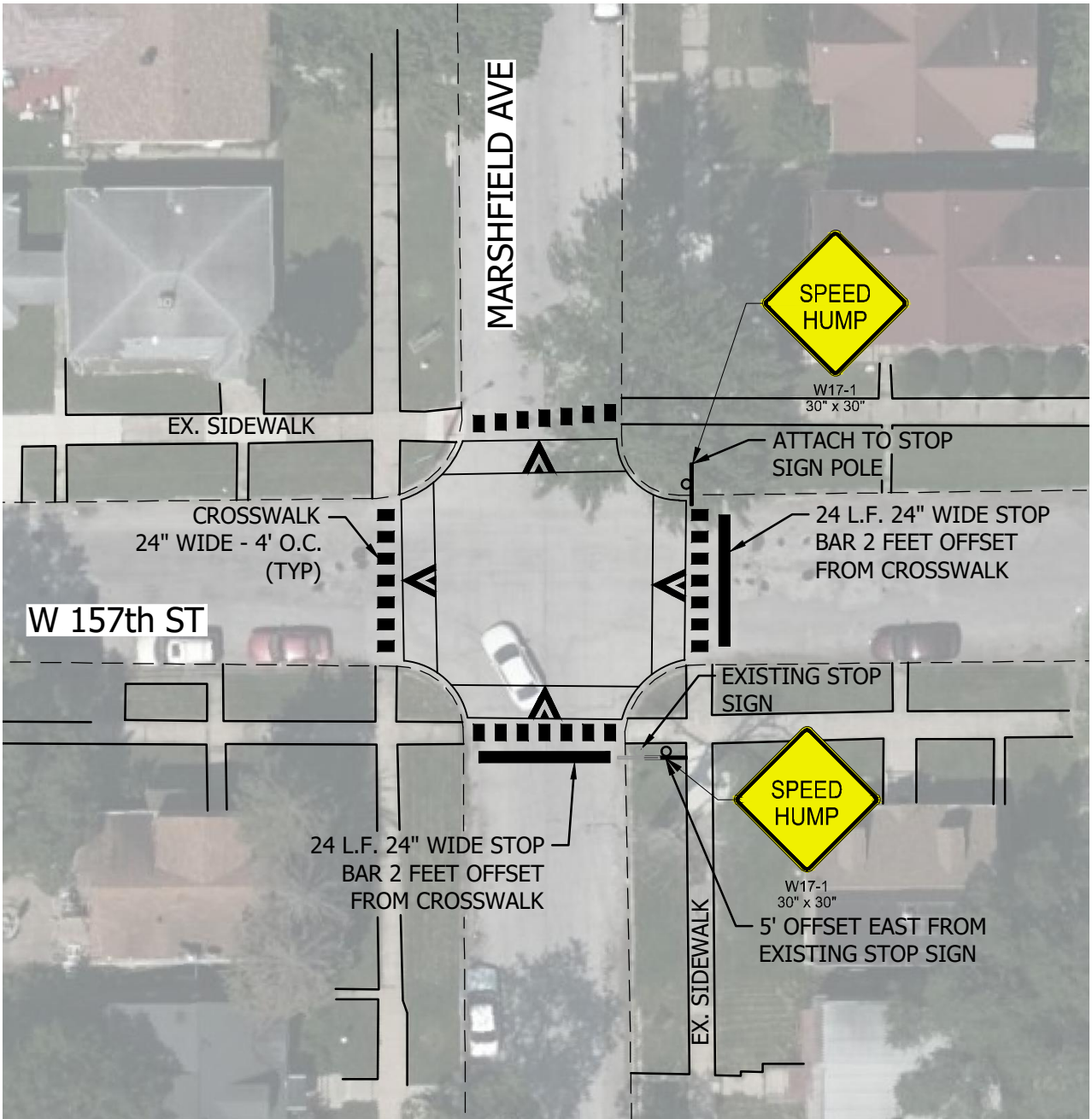
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SPEED HUMP SURFACE SPECIFICATION:  
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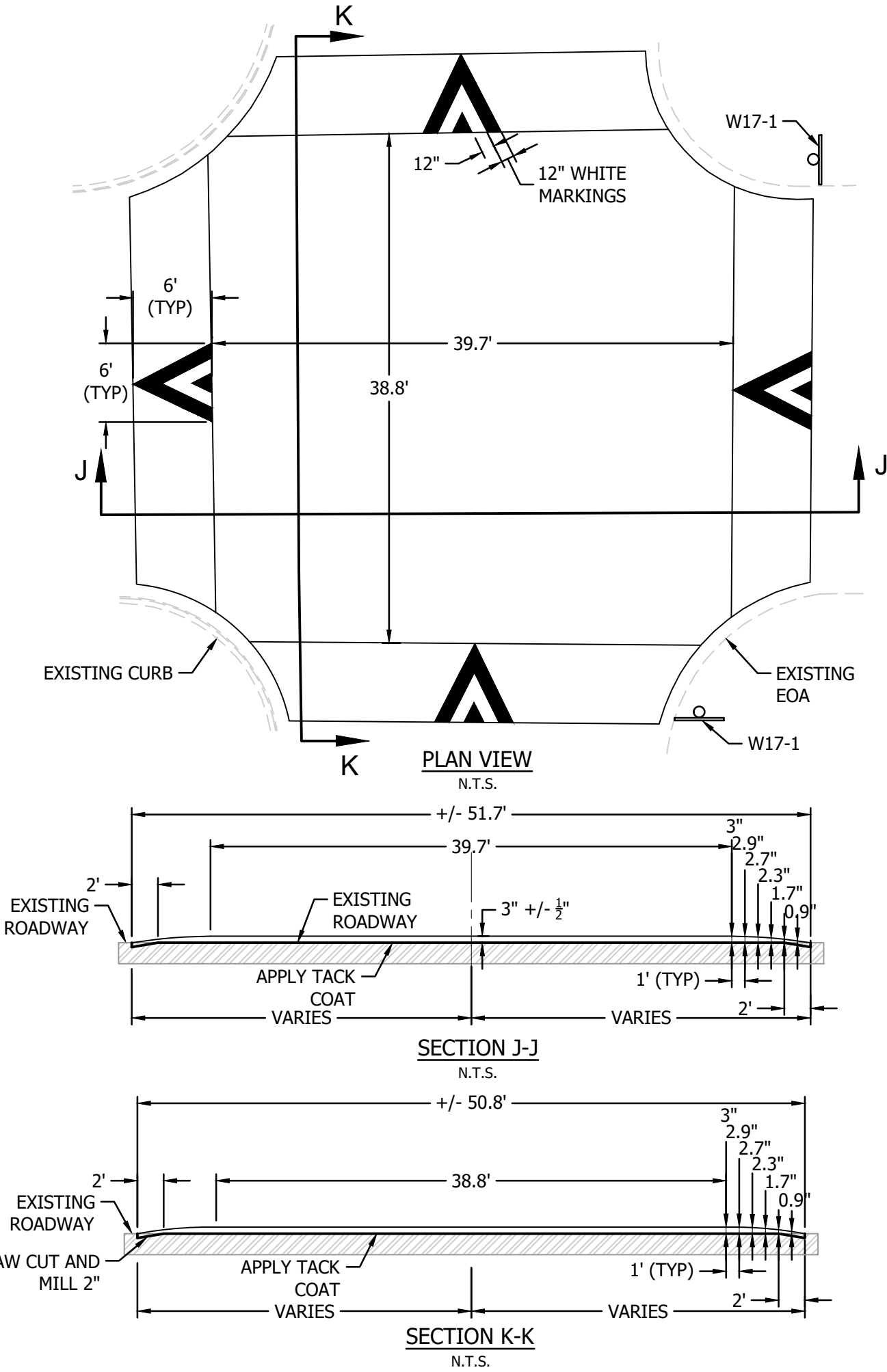
Know what's **below**.  
**Call** before you dig.

LOCATION 5

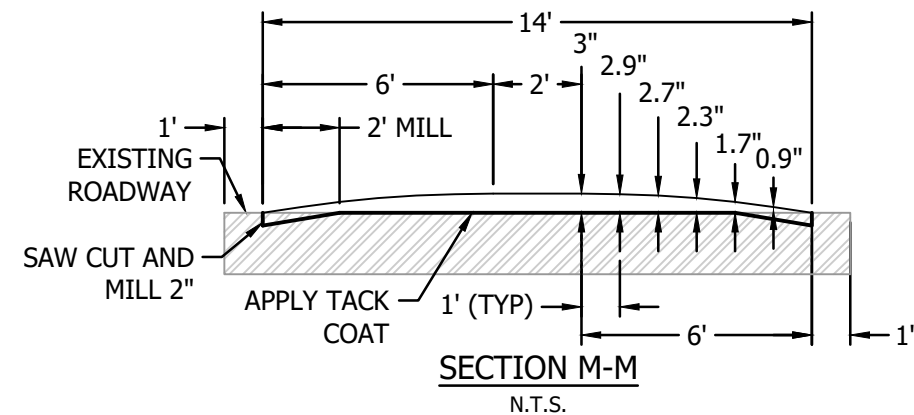
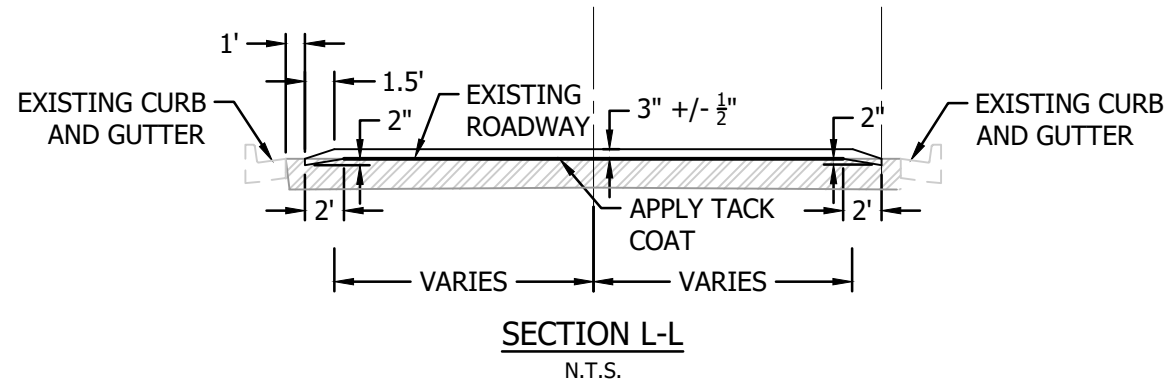
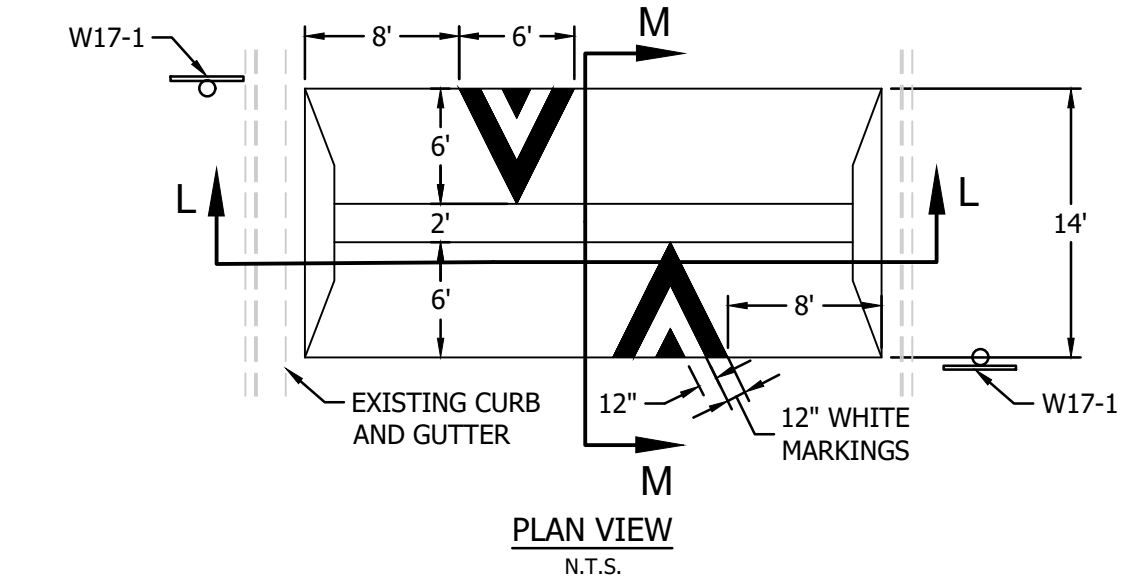
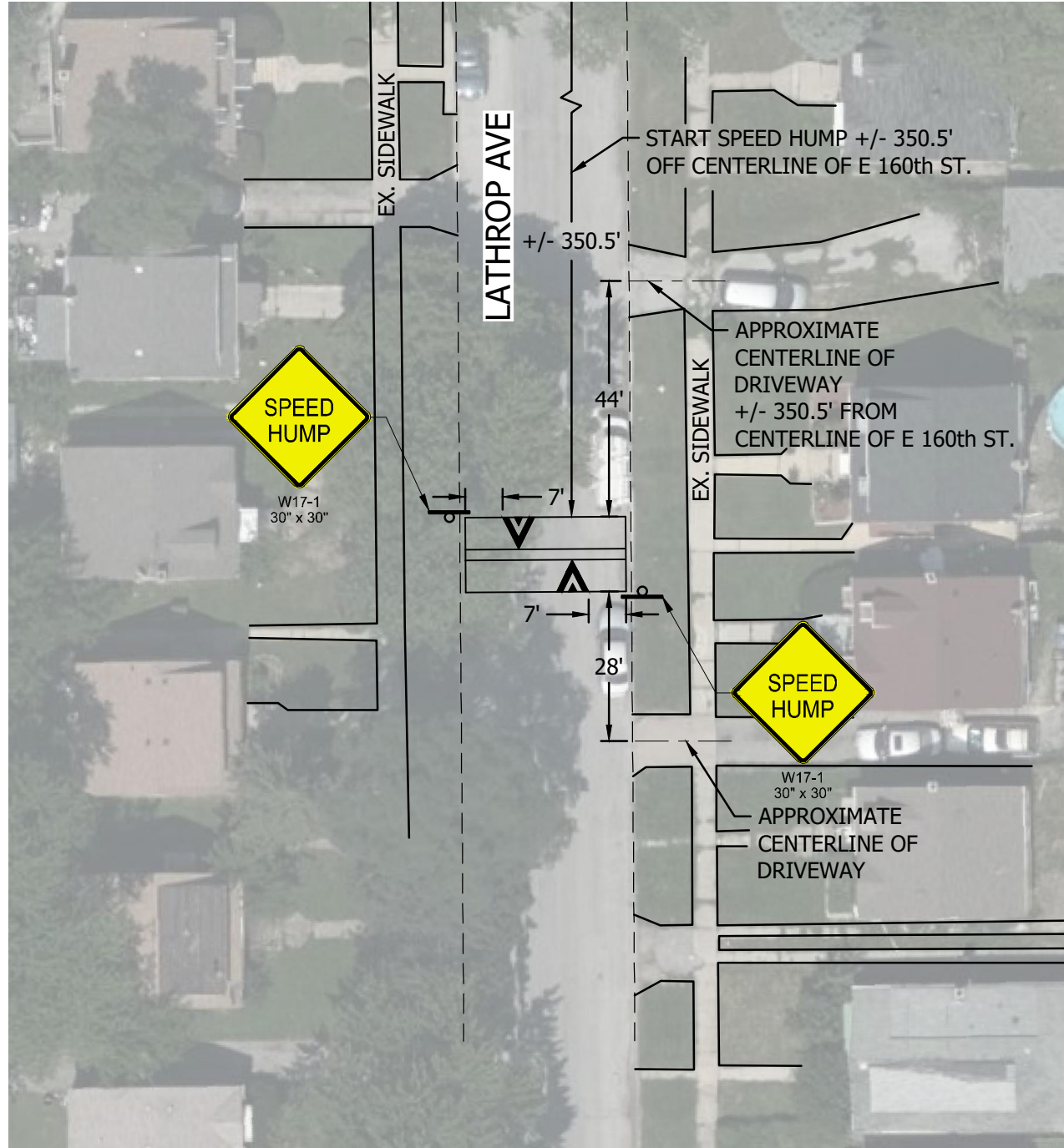


SPEED HUMP NOTE:

SPEED HUMP SURFACE SPECIFICATION:  
HMA SURFACE COURSE, MIX 'D' N<sub>50</sub>.



## LOCATION 6



SPEED HUMP NOTE:

SPEED HUMP SURFACE SPECIFICATION:  
HMA SURFACE COURSE, MIX 'D' N<sub>50</sub>.



Know what's below.  
**Call** before you dig.

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11



**Appendix B. –Bid Form**  
**(must be filled out and returned with Bid)**

# City of Harvey -Traffic Calming Project

Bid No.: 2020-09-01

## BID FORM - COMPLETE AND RETURN WITH BID

Description	Quantity	Unit	Unit Cost	Total Cost
<b>Location 1: Speed Hump - 151st Street between Hoyne Ave. and Seeley Ave.</b>				
Sawcut & 2" Taper Mill around Perimeter of Speed Hump	120	LF		
Tack Coat to broomed surface	93	SYS		
Speed Hump	1	EA		
12"-wide, white, thermoplastic pavement marking	26.2	LF		
"Speed Hump" Sign (W17-1) w/ Post	2	EA		
Traffic Control	1	LS		
<b>Speed Hump - 151st Street between Hoyne Ave. and Seeley Ave. Construction Cost:</b>				
<b>Location 2: Speed Tables - E. 151st St. &amp; Vine Ave.</b>				
Sawcut & 2" Taper Mill around Perimeter of Speed Tables	328	LF		
Tack Coat to broomed surface	174	SYS		
Speed Table	4	EA		
12"-wide, white, thermoplastic pavement marking	52.4	LF		
24"-wide, white, thermoplastic pavement marking	115	LF		
"Speed Hump" Sign (W17-1) to Existing Post	2	EA		
Traffic Control	1	LS		
<b>Speed Table - E. 157th St. &amp; Marshfield Ave. Construction Cost:</b>				

<b>Location 3: Speed Tables - E. 150th St. &amp; Broadway Ave.</b>				
Sawcut & 2" Taper Mill around Perimeter of Speed Tables	496	LF		
Tack Coat to broomed surface	352	SYS		
Speed Table	4	EA		
12"-wide, white, thermoplastic pavement marking	211.2	LF		
24"-wide, white, thermoplastic pavement marking	448	LF		
"Speed Hump" Sign (W17-1) to Existing Post	1	EA		
"Speed Hump" Sign (W17-1) w/ Post	3	EA		
Traffic Control	1	LS		
<b><i>Speed Tables - E. 150th St. &amp; Broadway Ave. Construction Cost:</i></b>				
<b>Location 4: Speed Table - Broadway Avenue between E. 153rd St. and E. 154th St.</b>				
Sawcut & 2" Taper Mill around Perimeter of Speed Table	140	LF		
Tack Coat to broomed surface	117	SYS		
Speed Table	1	EA		
12"-wide, white, thermoplastic pavement marking	52.4	LF		
"Speed Hump" Sign (W17-1) w/ Post	2	EA		
Traffic Control	1	LS		
<b><i>Speed Table - Broadway Avenue between E. 153rd St. and E. 154th St. Construction Cost:</i></b>				

Location 5: Speed Table - E. 157th St. & Marshfield Ave.				
Sawcut & 2" Taper Mill around Perimeter of Speed Table	163	LF		
Tack Coat to broomed surface	218	SYS		
Speed Table	1	EA		
12"-wide, white, thermoplastic pavement marking	52.4	LF		
24"-wide, white, thermoplastic pavement marking	200	LF		
"Speed Hump" Sign (W17-1) to Existing Post	1	EA		
"Speed Hump" Sign (W17-1) w/ Post	1	EA		
Traffic Control	1	LS		
Speed Table - E. 157th St. & Marshfield Ave. Construction Cost:				
Location 6: Speed Hump - Lathrop Avenue South of E. 160th St.				
Sawcut & 2" Taper Mill around Perimeter of Speed Hump	88	LF		
Tack Coat to broomed surface	47	SYS		
Speed Hump	1	EA		
12"-wide, white, thermoplastic pavement marking	26.2	LF		
"Speed Hump" Sign (W17-1) w/ Post	2	EA		
Traffic Control	1	LS		
Speed Hump - Lathrop Avenue South of E. 160th St. Construction Cost:				
		GRAND TOTAL:		

**City of Harvey -Traffic Calming Project**  
**BID FORM SIGNATURE PAGE**

Bid No.: 2020-09-01

---

**Bidder Company Name**

---

**Proposal Price (Numeric)**

---

**Proposal Price (Written)**

---

**Authorized Representative Name & Title**

---

**Authorized Representative Signature**