

**VILLAGE OF MUNDELEIN
POLICE STATION RENOVATIONS**



**OWNER
VILLAGE OF MUNDELEIN**

Bid Specifications Prepared By

VILLAGE OF MUNDELEIN POLICE DEPARTMENT
221 NORTH LAKE STREET
MUNDELEIN, ILLINOIS 60060

REQUEST FOR PROPOSALS

Proposals for POLICE STATION RENOVATIONS for the Village of Mundelein, Illinois, will be received at the **Village of Mundelein Police Station, 221 North Lake Street, Mundelein, Illinois** until **Tuesday, December 22, 2014 at 3 p.m.**

Prospective bidders are encouraged to attend a Pre-Bid Meeting scheduled for **December 10, 2014 at 10:30 A.M. at Village of Mundelein Police Station, 221 North Lake Street, Mundelein, Illinois** to review the scope of the work and the project specifications.

This contract includes the following approximate items:

REMOVAL OF EXISTING WALL SECTIONS & COUNTERTOP INSTALL ARMORTEX SHEETING

Bidders must submit a firm proposal. The outside of the proposal must clearly identify the firm, individual, or organization that is submitting the proposal. All proposals must be accompanied by a Bid Bond, Certified Check, or Bank Cashier's Check made payable to the Village of Mundelein, in the amount of 5% of the total amount of the proposal.

Relevant portions of "An Act to Prohibit Discrimination and Intimidation on Account of Race or Color in Employment under Contracts for Public Buildings or Public Works", approved July 8, 1933, as amended, "Fair Employment Practices Act", approved July 21, 1961, as amended and "The Prevailing Wage Act", Illinois Revised Statutes, as amended. (Contract Provisions required by Section 85.38 of the Code of Federal Regulations, US Department of Housing and Urban Development apply to this proposal.)

Contractor understands amendments to the Illinois Freedom of Information Act (P.A. 96-0542) requiring the Contractor to produce to the Requester any of its company records and documents which are in any way related to the performance of services under this agreement and not exempt from disclosure within five business days of the Village's receipt of a request for said records. The Contractor agrees to be bound by the provisions of the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), and agrees to deliver to the Village all records in its possession relating to this agreement within three (3) business days of a request by the Village for said records.

Contractor agrees to reimburse the Village any fees, fines, or costs incurred by or assessed against the Village for its failure to deliver requested records in the possession of the Contractor, and which the Contractor failed to deliver to the Village within three (3) business days of its receipt of a request from the Village to do so. An e-mail request for records and documents will be considered received by the Contractor on the day sent.

Prior to award of the Contract, the prospective awardee is required to submit the Contractor Sworn Work History Statement and other information relative to their ability to complete the work in a satisfactory manner and within the time specified.

Qualification of Bidders:

- A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work in a satisfactory manner for the Contract Unit Prices.
- B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business organizations of Bidder that is available for the work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending projects may also be requested.
- C. Final Determination. The final selection of the final Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders performance on other projects, and all other relevant facts or matters mentioned in the Contract Documents or that the Owner may legally consider in making its determination.

Proposal Documents may be obtained in two ways:

1. Via the Internet at <http://www.mundelein.org/bidsproposals/bidsproposals.htm>- no charge
2. Hard copy in person from the Mundelein Police Department, 221 North Lake Street, Mundelein, Illinois 60060. A \$5 non-refundable proposal deposit is required prior to issuance. Please contact the office 24 hours in advance to schedule pick up.

Any questions regarding the proposal specifications can be directed to:

Deputy Chief Donovan Hansen
847-968-3779
dhansen@mundelein.org

Bidders must execute all signatures where required on their submitted proposals. Bidders need not return the entire contract proposal when proposals are submitted unless otherwise required. Portions of the proposal that must be returned include the following:

1. Contract Cover
2. Contract Proposal and Business Disclosure Statement
3. Proposal Form
4. Proposal Surety/Bond
5. Contractor Certifications
6. Contractor Sworn Work History Statement

Contractors and subcontractors shall comply with all provisions and requirements as stipulated in the specifications and submittal packets for this project. The Village of Mundelein reserves the right to waive any irregularities and technicalities, and to accept or reject any or all bids or any part thereof.

INSTRUCTIONS TO BIDDERS

SCOPE OF WORK

The Contractor shall furnish and provide all labor, materials, tools, equipment, and machinery necessary to perform and complete in a good and workmanlike manner the work required for:

INSTALLATION OF NEW BULLET RESISTANT SCREENING FOR RECEPTION DESK

This Contract includes demolition and disposal of portions of the existing reception counter and walls. Refer to the attached specification drawings and details for requirements of this work.

DRAWINGS, SPECIFICATIONS AND SPECIAL PROVISIONS

The Drawings, Specifications and Special Provisions are intended to describe a complete scope of work and are essential parts of the Contract. A requirement occurring in any of them is binding. In case of discrepancy, measured or calculated dimensions will govern over scaled dimensions; Special Provisions will govern over Specifications. The Contractor shall take no advantage of any apparent error or omission in the Specifications and the Owner shall be permitted to make such corrections and interpretations as may be necessary for the fulfillment of the intent of the Specifications.

The decision of the Owner in the case of any conflicts, errors or omissions is final.

EXAMINATION OF SITE AND SPECIFICATIONS

Bidders shall make a careful examination of the site of the proposed work, Proposal Documents and Specifications before submitting a Proposal. They shall fully inform themselves as to the quality and quantity of equipment required and the character of the work and they shall further investigate the location and make a careful examination of the sources of supply for materials.

The Village and its agents assume no responsibility whatsoever in respect to the sufficiency or accuracy of this information and there is no guaranty, either expressed or implied, that the conditions or locations indicated are representative of those existing throughout the work, or that unanticipated situations may not occur. The Owner reserves the right to add, delete or modify as it deems fit, the locations and amounts of work to be done.

If their proposal is accepted, the bidder is responsible for all errors in their Proposal resulting from their failure or neglect to comply with these instructions. The Owner will in no case be responsible for any change in anticipated profits resulting from such failure or neglect.

PRE-BID MEETING

Prospective bidders are encouraged to attend a non-mandatory Pre-Bid Meeting scheduled for **December 10, 2014 at 10:30 A.M. at Village of Mundelein Police Station, 221 North Lake Street, Mundelein, Illinois** to review the scope of the work and the project specifications.

CONTENTS OF PROPOSAL FORMS

All Proposals submitted must be made on the forms included with the Proposal Documents and shall be complete with total prices as required. The proposals shall include a lump sum for the project.

At least three professional references must be submitted with the proposal along with the attached Business Disclosure Statement that the company maintains a permanent place of business, address thereof, and members or officers of the business.

IRREGULAR PROPOSALS

Proposals that contain omissions, erasures, alterations, or additions not called for, conditional or alternate proposals, or that contain irregularities of any kind or which are not accompanied by the proper Surety, may be rejected as irregular.

DELIVERY OF PROPOSALS

Proposals shall be delivered in person to the place and by the time specified in the Request for Proposals. Proposals delivered after the time stated will not be accepted or opened. Each Proposal shall be submitted in a sealed envelope plainly marked: **VILLAGE OF MUNDELEIN POLICE STATION RENOVATIONS**

PROPOSAL GUARANTY

Each proposal must be accompanied by a bid bond, certified check, or banker's cashier check for \$5,000 made payable to the VILLAGE OF MUNDELEIN.

DISQUALIFICATION OF PROPOSALS

2 or more proposals from a person, firm, or corporation, under different names will not be considered. Evidence that any bidder is interested in more than one proposal for the same work will cause rejection of all proposals. Any or all proposals will be rejected if there is evidence of collusion among the bidders.

FAIR EMPLOYMENT PRACTICES

In accordance with "An Act to Prohibit Discrimination and Intimidation on Account of Race or Color in Employment under Contracts for Public Buildings or Public Works", approved July 8, 1933, as amended, no person shall be refused or denied employment in any capacity on the grounds of race or color, nor be discriminated against in any manner by reason thereof in connection with the performance of this Contract, nor shall any unfair employment practice as defined in the "Fair Employment Practices Act", approved July 21, 1961, as amended, be committed by the Contractor, suppliers of materials or services to the Contractor, or any labor organizations furnishing skilled or unskilled labor to the Contractor.

CONTRACTOR'S WORK HISTORY STATEMENT REQUIRED

As part of the proposal, the bidder is required to submit the Contractor Work History Statement. The Work History Statement must be completed and properly executed in full. Work History Statement forms are included with the Proposal Documents. Failure to submit the Contractor Work History Statement or submitting incomplete, incorrect or perjured statements may result in disqualification of the proposal and shall be incomplete.

REQUIRED REFERENCE DOCUMENTATION

Prior to award, the apparent low bidder shall furnish to the Owner the following information:

- 3 municipal or commercial references of completed contract work of a similar nature, including the name of the municipality/private party, the dollar value of the work, names and telephone numbers of the officials in responsible charge of the completed contracts.
- A complete List of the Bidder's Labor Force to be employed on this Contract, including facilities they will be designated to.

Failure to submit any of the above items may result in disqualification of the proposal as incomplete. Each Bidder shall certify that the Bidder is not barred from bidding on this public contract as a result of violation of Illinois Public Act #85-1295, effective January 1, 1989, section 33E-3 or 33E-4 (Bid Rigging or Bid Rotation). In order for the bid to be valid, the bidding contractor shall attest to this by filling out, signing,

and having notarized the attached CONTRACTOR'S CERTIFICATION (BID RIGGING OR ROTATION). Each Bidder shall also certify that the Bidder will abide by all provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1-12 *et seq.*) In order for the bid to be valid, the bidding contractor shall attest to this by filling out, signing, and having notarized the attached CONTRACTOR'S CERTIFICATION (PREVAILING WAGES). Failure to submit any of the above items may result in disqualification of the bid as incomplete.

SELECTION OF BIDDER

The Owner reserves the right to govern selection of a proposal in accordance with the work to be done, equipment and qualified labor and superintendence to be furnished, experience, resources, and the lowest priced responsible and complete proposal. The Owner reserves the right to waive any or all technicalities and to reject any or all proposals, and to make an award in the best interest of the Village.

AWARD OF CONTRACT

Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of the Owner and the public; to reject the low Price proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in the Owner'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 Bidder's Proposal submitted; provided 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 their Bidder's proposal.

CONTRACT PERFORMANCE BOND

The successful bidder, prior to the execution of the Contract by the Owner, shall furnish to the Owner a surety bond in the sum equal to the full amount of the Proposal, including alternates selected by the Owner, on a form acceptable to the Owner. All proposals shall be submitted on the basis of the furnishing this bond executed by a corporate surety company licensed to do business in the State of Illinois. The costs of executing the Contract, furnishing the Contract Performance Bond and Proof of Insurance, and other documents required, including all notary fees and expenses, are to be paid by the Bidder to whom the award is made. The cost of same shall be included in the total amount bid, with no extra compensation paid by the Owner.

The bond shall also guarantee the faithful performance of the Contractor's obligations under the Prevailing Wage Act. The aforementioned bond shall be issued for a 365-day period subsequent to the date of substantial completion. The bond shall be issued by a surety company which is acceptable to the Owner. Upon the Owner's receipt and acceptance of a performance and labor/material payment bond(s), the Owner shall promptly return the Contractor's bid guarantee.

EXECUTION OF CONTRACT

The individual, firm or corporation to whom or to which a Contract has been awarded shall furnish an executed Contract, Contract Bond and Proof of Insurance to the Owner within 15 calendar days after Notice of Award has been received by them from the Owner.

FAILURE TO EXECUTE CONTRACT

Failure by the Bidder to furnish the Owner with an executed Contract and Proof of Insurance within the 15 calendar days specified shall be just cause for annulment of the award, or of the Contract if executed.

GENERAL CONDITIONS OF THE CONTRACT

CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph and the Owner has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his Contract until all similar insurance required of the subcontractor has been so obtained and approved.

a. Compensation Insurance

The Contractor shall take out and maintain during the life of this Contract Workmen's Compensation Insurance for all his employees employed at the site of the project, and, in case any work is sublet, the Contractor shall require all subcontractors similarly to provide Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project are not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Workmen's Compensation Insurance for the protection of his employees not otherwise protected.

b. Public Liability & Property Damage Insurance

The Contractor shall take out and maintain and cause to be taken out and maintained by all subcontractors during the life of this Contract such Public Liability and Property Damage Insurance as shall protect him and all subcontractors performing work covered by this Contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this Contract, whether such operations be by himself or by a subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

The contractor shall furnish the Owner with sufficient documentary evidence of insurance coverage, which evidence shall consist of either such original insurance policy or a certified statement from the insurer listing the details from the policy. The insurance requirements are as follows:

General Liability/Property Damage/Bodily Injury	\$1 million each occurrence \$2 million general aggregate
Automobile Bodily Injury Liability/Property Damage	\$1 million combined single limit
Excess/Umbrella Liability	\$1 million each occurrence \$2 million aggregate
Workers Compensation and Employers Liability	\$1 million each occurrence
Environmental Impairment/Pollution Liability	\$1 million each occurrence
Owners and Contractors Protective Liability (OCP)	\$1 million each occurrence

Such insurance shall name the Owner as insured along with the Contractor and shall hold harmless the Owner against all suits and claims arising from or as the result of the actions of the Contractor or his subcontractors.

Such policies shall not be canceled, permitted to expire or to be changed without the written consent of the Owner.

Such insurance shall name the Owner as insured along with the Contractor and shall hold harmless the Owner against all suits and claims arising from or as the result of the actions of the Contractor or his subcontractors. Such policies shall not be canceled, permitted to expire or to be changed without the written consent of the Owner. A Certificate of Insurance must be on file in this office prior to any work on these premises. This Certificate Holder and Additional Insured should read:

- Village of Mundelein and its officers, agents, and employees

PROOF OF INSURANCE

The contractor shall furnish the Owner with sufficient documentary evidence of insurance coverage, which evidence shall consist of either such original insurance policy or a certified statement from the insurer listing the details from the policy.

CHANGES TO SCOPE OF WORK

If the Owner deems it proper or necessary during the execution of the work to make any alteration which will increase or diminish the quantity of labor or material or the expense of the work, even to the elimination of one or more items, such alteration shall not annul or vitiate the Contract hereby entered into. The elimination of any part of the work shall not increase the unit price for any of the remaining work bid on. The value of the work so added shall be based on the rates and prices named in the Contract as proposal, when such rates and prices cover the class of work added, otherwise the value shall be determined by mutual written agreement between the Owner and the Contractor before any such work shall be commenced.

EXTRA WORK

No claim whatsoever will be allowed the Contractor for changes, extra work or material not contemplated or necessary for the completion of the work described, or for a greater amount of money than is hereby stipulated to be paid, unless the change in or addition to the work requiring additional outlay by the Contractor is first ordered in writing by the Engineer, and the price herein stipulated to the Contractor.

SEQUENCE OF WORK

The Owner shall have the power to direct the order and sequence of the work or revise the Contractor's sequence. Payment for major portions of the work may be withheld until approved completion of accessory work. The Contractor shall not impede or interfere unnecessarily with the work of other contractors who may be employed within the limits of the work.

QUALITY CONTROL OF WORK

The Owner shall have power to inspect all work for compliance with the Specifications, and the Contractor shall perform all of the work herein specified to the Owner's entire satisfaction, approval and acceptance.

The Contractor is responsible for furnishing all labor, materials, and equipment to construct and complete the work in compliance with the Specifications and Special Provisions. All material to be incorporated in the work, all labor to be performed, and all equipment, tools and methods to be used shall be subject to the approval of the Owner. It is the Contractor's responsibility to complete the work and deliver a final product which meets all the requirements of the Specifications.

If any authorized agent of the Owner shall discover and notify to the Contractor of any neglect or disregard of the Specifications, such defects shall at once be remedied and further defective work be at once discontinued; but the right of final acceptance or condemnation of the work will not be waived by reason thereof, nor by any act of the Owner, his officers or agents.

INSPECTION

The Owner shall at all times have access for inspection to all branches of the work, on the site of the work, at the place of manufacture, or where materials and equipment are stored. If at any time during the progress of the work, any work is rejected or if any of the work is wholly or in part improperly completed, then the Contractor, at his own expense, shall immediately remediate all work improperly done. In case the Contractor shall neglect or refuse after 24 hours written notice, to remove or replace said rejected work or material, the work shall be removed by the Owner and the Owner's cost of labor, material and supervision thereof deducted from any money due the Contractor.

EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC IMPROVEMENTS

If at during the time this contract is executed, or if during the term of this contract, there is excessive unemployment in Illinois as defined in the employment of Illinois Workers on Public Works Act, 30 ILCS 570-0.01 *et seq.*, as two consecutive months of unemployment exceeding 5%, the Contractor agrees to employ Illinois laborers. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

CONTRACTOR'S EMPLOYEES

The Contractor shall employ skilled foremen and laborers and shall, if directed by the Owner, discharge from the site of the work any incompetent, abusive or disorderly employees. None but persons expert in their respective branches of work shall be employed by the Contractor.

SALVAGED MATERIAL

All material of whatever kind encountered on the site is the property of the Owner. When approved for removal from the site of the work, said material shall become the property of the Contractor and shall be disposed of, in a timely fashion, as specified.

PERMITS

Before beginning work and without expense to the Owner, the Contractor shall obtain all necessary permits for all work to be done under this Contract. Costs incurred for permits shall be incidental to total amount bid for this improvement.

ORDINANCES

The Contractor shall observe all laws and ordinances controlling or limiting those engaged in public work, which ordinances and laws are made a part of these Specifications. The Contractor shall provide and maintain such sanitary accommodations for the use of his employees as may be necessary to comply with the State and Local Board of Health requirements. Public nuisances will not be tolerated.

PATENTS

All fees for any patented invention, article or arrangement that is used upon, or in any manner connected with the construction, erection or maintenance of the work, or any part thereof embraced in the Contract and these Specifications, shall be included in the price stipulated in the Contract for said work, and the Contractor must protect and hold harmless the Owner against any and all demands for fees or claims. It is hereby expressly

agreed that alleged ownership by a Contractor of trade secrets as to materials used in any part of the work, or the preparation of any mixture for such work, shall not be recognized by the Owner in the performance of this Contract. The Owner shall at all times have the right to demand and shall be furnished information concerning materials, samples or ingredients of materials used or proposed to be used in the prosecution of said work.

DAMAGE

All loss or damage arising out of the nature of the work to be done, or from any delay or unforeseen or unusual obstructions, or from difficulties, which may be encountered in the prosecution of the work or arising from the action of the elements, shall be sustained at the Contractor's expense.

The Contractor agrees to hold the Owner harmless from any such claims or demands of any kind, arising from their performing the work on this Contract.

CLAIMS

The Contractor agrees to save and hold harmless the Owner from all claims, demands, suits, judgment decrees, including costs, expenses and attorney fees on account of, or arising out of persons engaged in the performance of this Contract.

The Contractor shall save the Owner harmless from all claims, demands, suits, judgment decrees, including costs, expenses and attorney fees on account of, or arising out of any infringement of any patent rights or royalties claimed by any one on account of machinery, instrument tools, materials, principals or processes used by them or about said work.

PROCEDURE FOR RESOLVING PROPERTY DAMAGE CLAIMS

The General Contractor agrees to adhere to the following procedure to resolve all property damage claims that are related to the performance of all Work on this Contract. It is the responsibility of the General Contractor to require that all Subcontractors and Material Suppliers follow this claim procedure. The Village reserves the right to withhold one and one half times the estimated cost of the damages from sums due the General Contractor until all claims related to performance of their Work are resolved as herein provided.

Upon receipt of a claim against the General Contractor for property damage allegedly caused or related to the performance of their Work under this Contract, the General Contractor shall, within 5 working days of receipt of such claim:

- Acknowledge the claim, in writing, to the property owner.
- Furnish the Owner with written acknowledgement of receipt of the claim, including a copy of the claim and all information related to it.
- If the claim is not settled within 5 days, the General Contractor shall:
 - Forward the claim to the General Contractor's Insurance Carrier.
 - Furnish the Engineer with a copy of the Insurance Carrier's written acknowledgement of receipt of the claim
- The General Contractor shall either settle or deny the claim within 60 calendar days from initial receipt of the claim, the General Contractor shall:
 - Notify the Owner, in writing, of claims that have been settled or denied, including the terms of the settlement or the reason for the denial
 - Notify the property owner if there is a decision to deny their claim and shall include in the Notice of Denial, the name and address of the person authorized to accept service of process on behalf of the General Contractor.
- When a claim is allowed, payment to the property in the amount of the award must be within 30 days of the award.

If the Contractor does not make payment to the property owner within the 30 day period, the Owner shall be authorized to make the payment in the amount of the award on behalf of the General Contractor and deduct the amount of the payment from the amount due the General Contractor on the next payment due the Contractor under this Contract.

FORFEITURE

The work herein specified shall be prosecuted with such forces as the Owner may deem adequate for its completion within the time specified for completion. If the rate at which the work is performed is, in the judgment of the Owner, not such as to insure its progress and completion in the time and manner herein specified, or if, at any time, the Contractor refuses or neglects to prosecute the work with forces sufficient for its completion within the specified time, or if in any event, the Contractor fails to proceed with the work in accordance with the requirements and conditions of the Specifications, the Owner shall have full right and authority after giving 3 days written notice to the Contractor of its intention to do so, to take the work out of the hands of the Contractor and/or to re-let the same to other Contractors. In so doing, the Owner may use or authorize the use of such equipment, and supplies as may be the property of the Contractor, or on the ground, without rental or other charge for the use thereof, except that all such materials so used in completing the work shall be credited to said Contractor at their fair reasonable market price, as of the date same were delivered on the work, but in no case will the Contractor be credited with more than the cost of said materials delivered to the Contractor. The cost of fully completing all the work and all expense of every kind incurred by the Owner in connection herewith shall be charged to the Contractor and shall be deducted and paid by the Owner out of such moneys as may be due, or may at any time thereafter become due, or may at any time thereafter become due to said Contractor under this Contract, or any part thereof, so far as the same shall suffice therefore, and any deficiency shall be paid to the Owner by the Contractor forthwith, and the bondsmen will be held liable for any such deficiency. Should it become necessary for the Owner to declare the work forfeited, such forfeiture shall in no case relieve the Contractor or his bondsmen of any of the conditions of the Contract. In case the Contractor shall abandon or in any manner fail to complete the work, the Owner shall have the full right and authority to pay to any person, firm or entity who may have been employed by the Contractor upon the work, out of any fund due or unpaid the Contractor at the time the Owner shall declare said Contractor in default, any and all sums of money which may be found to be due and owing to said Contractor under this Contract and upon giving 5 days written notice by mail to said Contractor of the intention so to do. The Owner shall have the full right and authority to ascertain the amount or amounts so due and owed by the Contractor to such person, firm or entity and in such manner and upon such proof as it may deem sufficient, and the amount or amounts so found by it to be due and owing to such person, firm or entity, shall be conclusive as against said Contractor, and may thereafter make payment to the said person, firm or entity.

SUBLETTING OF CONTRACT

No part of the work herein specified shall be assigned, subcontracted or sublet without written consent of the Owner. The Contractor may be permitted to sublet a portion thereof, but shall perform with the Contractor's own organization, work amounting to not less than 50 percent of the total contract cost, and with materials purchased or produced by the Contractor. Second tier subcontracting is not permitted.

All requests to subcontract any work shall include a certified copy of the executed subcontract agreement signed by both the General Contractor and the Subcontractor. All subcontract agreements shall list and itemize what work is being subcontracted and the amounts and/or basis of payment for such work. All subcontract agreements shall contain the required Federal and State Equal Employment Opportunity provisions and Labor Compliance provisions, including contract minimum wage requirements.

All work permitted to be subcontracted is conditional upon the timeliness and satisfactory performance of the Subcontractor and coordination of the Contractor. The Owner may order the Contractor to remove a

Subcontractor who is not performing satisfactory work or who is not performing work in a timely manner. Upon the Owner's written direction, the Contractor shall comply at once and shall not employ the Subcontractor for any further work under this contract.

SUSPENSION OF WORK

Should the Contractor, with the approval of the Owner, stop work or should the weather conditions in the opinion of the Owner be such that the work could not be properly and safely be performed, then the Owner may suspend the work until such time as weather conditions shall permit proper construction. In case of stoppage of work, the Contractor shall at his own expense store and be responsible for material, street restoration and protection of the work and be responsible for all accidents as though the work was in progress. Should the work be delayed or suspended with the approval of the Owner, the time of delay or suspension may be added to the time set for completion of the work.

LIQUIDATED DAMAGES

The entire work herein specified and contracted for, shall be completed in all its parts on or before the date of completion specified and as time and rate of progress are the essence of the Contract, said Owner would suffer loss by failure on the part of the Contractor to have said work completed on said date. Since the parties interested might be unable to agree as to the amount of the loss which would be suffered by said Owner, and as it might be impossible to accurately compute the amount of such loss, the Contractor shall pay the said Owner, not as a penalty, but as liquidated damages, \$500 for each and every day, after said date of completion during which time any part of the said work called for by these Specifications remains incomplete and unfinished.

WAIVERS OF LIEN REQUIRED

It is expressly understood that the Owner reserves the right to direct that no payment be made to the Contractor should he have reason to believe that said Contractor has failed for any reason to make just payment to any employee, subcontractor or material supplier used or employed by the Contractor in the prosecution of the work, until the Engineer is satisfied that full and proper payment has been made. The Contractor shall secure and file with the Owner progress and final waivers of lien for all materials incorporated into and labor and equipment employed on the work before payment requests are processed.

PAYMENT FOR COMPLETED WORK

The work to be constructed may vary in actual units on quantities from those given in the Proposal Documents, but no additions or deductions in the unit prices proposed by the Contractor will be made because of this fact. The total bid and contract unit prices shall include all cost of the work to be completed.

Any payments made to the Contractor during the progress of the work shall in no way lessen the total and final responsibility of the Contractor, nor in any manner whatever waive any of the terms, conditions, covenants, or requirements of the Contract, nor be considered a ratification of any act on the part of the agents or representatives of the Owner which in any manner may contravene any of the requirements or provisions of the Contract.

Payment for approved work shall be made to the Contractor as invoiced. All payments made to the Contractor shall be by check in U.S. Funds.

SELECTION OF BIDDERS

The Owner reserves the right to select a proposal in accordance with the work to be done, equipment and labor to be furnished, experience and pecuniary resources, and the lowest priced responsible bid. The Owner reserves the right to waive any and or all technicalities, to reject any or all proposals, and to make

an award in the best interest of the Village.

STATUS MEETINGS

The Village shall conduct status meetings as necessary to review the performance of the contractor based on the specifications provided. The Owner shall provide a report of defective items to the contractor. Items indicated in the report shall be rectified within 48 hours of notification to the contractor.

PROSECUTION AND PROGRESS

The completion date for this work is April 15, 2015. Workdays for this Contract are Monday through Saturday between the hours of 7AM to 7PM. No work shall be done or equipment operated outside of these permitted hours. No work shall be done on any Sundays or legal holidays. Legal holidays for the Village include the following specified days:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Eve (Wednesday prior to Thanksgiving)
Thanksgiving Day
Christmas Eve
Christmas Day

If a legal holiday falls on Saturday, the preceding Friday shall be observed. If the holiday falls on a Sunday, the following Monday shall be observed. Existing conditions shall be available for review and documented prior to the start of any construction. Documentation will be the responsibility of the Contractor and performed in cooperation with the Owner.

In the event, the Contractor works on Saturday, Sunday, or holiday, during which time the Inspector(s) are required to be present, the Owner shall pay the cost for such overtime services and shall deduct such cost from payments due the Contractor. Overtime services shall be charged at the standard hourly rate for all time over eight hours on any single weekday and for all hours on Saturday, Sunday, and holidays and/or Inspector(s) standard hourly rate applied on a one and one-half (x 1 ½) basis for all time over eight hours on any single weekday and for all hours on Saturday and a double time (x 2) basis for all Sunday and holiday hours of the Inspector's standard hourly rate. If the amount due the Contractor is not sufficient to cover the cost of overtime engineering service, the Contractor shall reimburse the Village in the amount necessary to cover such costs. The Project Manager shall approve necessary personnel and time for services.

The Contractor shall submit, for approval by the Owner, a Progress Schedule, which complies with the requirements of these specifications, and Completion Dates. The Progress Schedule shall include an Estimate of Time and/or Performance Rate for each controlling pay item. Once a Progress Schedule is approved, there shall be no deviation without the written approval of the Owner.

If the Contractor falls 10 or more working days behind the Approved Progress Schedule, they shall provide the Owner with a revised Progress Schedule that complies with the requirements of the Contract for the Owner's review.

CANCELLATION OF CONTRACT

The Owner reserves the right to cancel this contract without cause at any point in the duration of the life of the contract. The Village shall provide written notification to the Contractor 10 calendar days prior to cancellation.

RETURN WITH BID

PROPOSAL FOR: **VILLAGE OF MUNDELEIN POLICE STATION RENOVATIONS**

It is expressly understood and agreed that the Board of the Village of Mundelein reserves the right to reject any and all proposals.

IF AN INDIVIDUAL

Name of Bidder: _____ Signature: _____

Address: _____

City: _____ State: _____ Zip: _____ Tel.: (____) _____

IF A PARTNERSHIP

Name of Firm: _____

By: _____
(Longhand Signature)

Business Address: _____

City: _____ State: _____ Zip: _____ Tel.: (____) _____

NAMES AND ADDRESSES OF ALL FIRM MEMBERS

IF A CORPORATION

Corporate Name: _____

A corporation in the State of _____

Signed By: _____

Printed Name: _____

Business Address: _____

City: _____ State: _____ Zip: _____ Tel.: (____) _____

NAMES OF OFFICERS: President _____

Secretary _____

Treasurer _____

Attest _____

RETURN WITH BID

PROPOSAL

ITEM	UNIT	AMOUNT
Installation of Bullet Resistant sheeting, per plan	L.S.	

PRIME CONTRACTOR CERTIFICATION

PROJECT: **VILLAGE OF MUNDELEIN POLICE STATION RENOVATIONS**

The undersigned hereby certifies that said contractor complies with the following:

Name of Bidder

Title

Signature

Date

Note: A person who makes a false certification commits a Class 3 Felony.

RETURN WITH BID

- (1) Contractor is not barred from executing said contract as a result of a violation of **Illinois Compiled Statutes, 2006**: ARTICLE 33E. PUBLIC CONTRACTS, 720 ILCS 5/33E-1, 5/33E-3, 5/33E-4, 5/33E-7, 5/33E-8.
- (2) Contractor is in compliance with the **Illinois Compiled Statutes, 2006**: ACT 130 PREVAILING WAGE ACT, 820 ILCS 130/0/01, as it may pertain to this Contract.
- (3) Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue (unless the contractor is contesting its liability for such tax in accordance with the appropriate procedures), pursuant to **Illinois Compiled Statutes, 2006**: Division 42.1 PUBLIC CONTRACTS 65 ILCS 5/11-42.1-1 Delinquent Taxpayers.
- (4) Contractor is in compliance with the **Illinois Compiled Statutes, 2006**: ACT 470 EMPLOYMENT OF ILLINOIS WORKERS PUBLIC WORKS ACT, 30 ILCS 570, as it may pertain to this Contract.

RETURN WITH BID

CONTRACTOR'S WORK HISTORY STATEMENT

NAME OF COMPANY

NAME OF DEPONENT

deposes and states that all statements made in this Work History Statement are made on behalf of the undersigned Contractor in support of its contract for the project identified and that Deponent is authorized to make them.

Deponent also states that the Contractor has carefully prepared, reviewed and checked this Work History Statement and that the statements contained herein are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

Joint Ventures must submit separate Sworn Work History Statements for the Joint Venture and for each signatory to the Joint Venture Agreement.

1. Nature of Business

State the nature of the Contractor's business:

2. Composition of Work

During the past five years, Contractor's work has consisted of:

_____ % Federal _____ % As General Contractor
_____ % Other Public _____ % As Subcontractor
_____ % Private _____ % Material Supplier

3. Years in Business

State the number of years that Contractor, under its current name and organization, has been continuously engaged in the aforesaid business: _____ Years

4. Predecessor Organizations

If Contractor has been in business for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>

5. Business Licenses

List all business licenses currently held by Contractor:

<u>ISSUING AGENCY</u> *	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
-------------------------	-------------	---------------	-------------------

6. Related Experience

List three projects most comparable to this project that has been completed by Contractor, or its predecessors, in the past five years including the names of the references:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	_____	_____	_____
Owner Address	_____	_____	_____
Contact Name	_____	_____	_____
Phone Number	_____	_____	_____
Type of Work	_____	_____	_____
	_____	_____	_____
Awarded Amount	_____	_____	_____
Final Amount	_____	_____	_____
Completion Date	_____	_____	_____
Date Completed	_____	_____	_____

7. Contract Quantitative Experience

List the cumulative contract amounts of work completed over the past five years of business:

2009: _____ 2010: _____ 2011: _____
2012: _____ 2013: _____

8. Proposed Subcontractors

List subcontractors upon which Proposal is based (provide additional sheets if necessary):

<u>Subcontractor Name</u>	<u>Class of Work</u>	<u>% of work</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

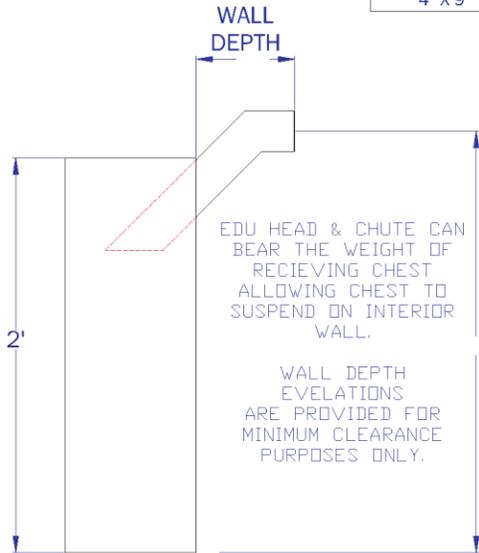
DATED this _____ day of _____, 2014

Bidder/Deponent

By: _____

Title: _____

EXTERIOR
ROUGH OPENING
4" X 9"



LEFT SIDE VIEW



INTERIOR VIEW

**MODEL EDU
INCLUDES**

PART ID	DESCRIPTION
0109	LOCKED CHEST, SS HEAD, DELIVERY CHUTE, LOCK AND KEYS, SIGNS: "ENVELOPE DEPOSITORY" OR "PAYMENT DROP" & "LIFT TO DEPOSIT"

ACCESSORY OPTIONS

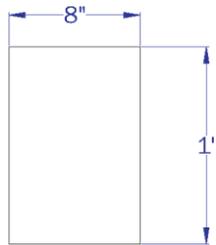
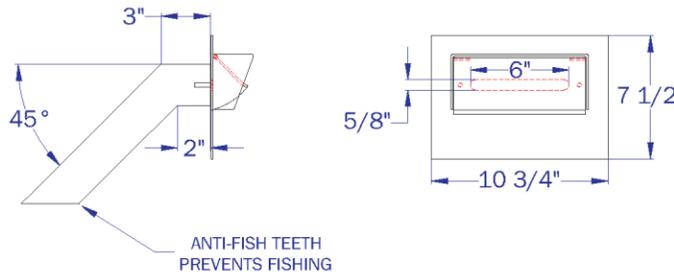
PART ID	DESCRIPTION
0110	LARGE RECEIVING CHEST 36" HIGH CHEST FOR 300+ PAYMENTS (REPLACES 24" CHEST)
0608	LOCKABLE LIFT PLATE INCLUDES LOCK BAR, PAD LOCK, AND 2 KEYS
0711	WIDE-SLOT SS HEAD 2" X 6.5" SLOT OPENING (REPLACES 5/8" OPENING)
0801	ENVELOPE HOLDER 8" X 4.5" INCHES WIDE [25 CAPACITY]
0802	ENVELOPE HOLDER 10.5" X 4.5" INCHES WIDE [25 CAPACITY]
0803	EXTRA ENVELOPE HOLDER 10.5" X 4.5" INCHES WIDE [100 CAPACITY]
0805	ENVELOPE HOLDER W/ WRITING SHELF 11" X 9.75" X 6" BLACK SIGN ON LIFT PLATE READS "ENVELOPES" [50 CAPACITY]

WALL DEPTH ELEVATIONS

ASSUMES SAME
INTERIOR AND EXTERIOR GRADE

WALL DEPTH	C.L. OF ROUGH OPENING	
	24" CHEST	36" CHEST
0"	21 5/8"	33 5/8"
2"	22 5/8"	34 5/8"
4"	23 5/8"	35 5/8"
6"	25 5/8"	37 5/8"
8"	27 5/8"	39 5/8"
10"	29 5/8"	41 5/8"
12"	31 5/8"	43 5/8"
14"	33 5/8"	45 5/8"
16"	35 5/8"	47 5/8"
18"	37 5/8"	49 5/8"
20"	39 5/8"	51 5/8"

**SS HEAD &
STEEL DELIVERY CHUTE DETAIL**



FOOT PRINT

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Represented by:
Interbank-Exchange, LLC
Black Canyon City, AZ 85324

TITLE
EDU_CUT SHEET

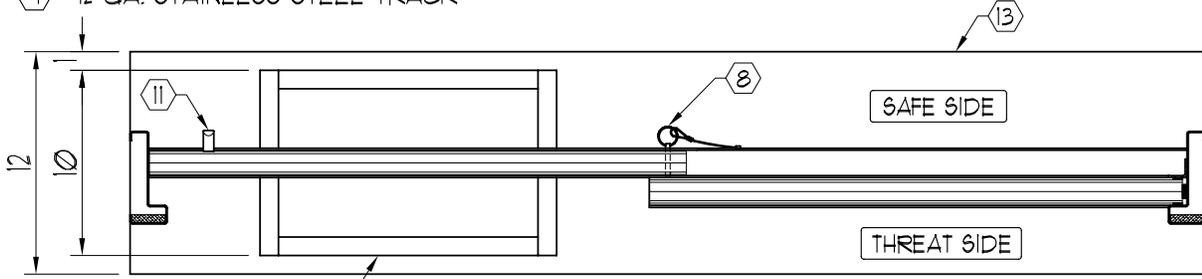
PART NAME
MODEL EDU

REV	DESCRIPTION	DATE	BY	TOL: UNLESS OTHERWISE SPECIFIED ANGLES: ±1° .XX±.030 .XXX±.010
	RELEASE	09-01-10	JRS	

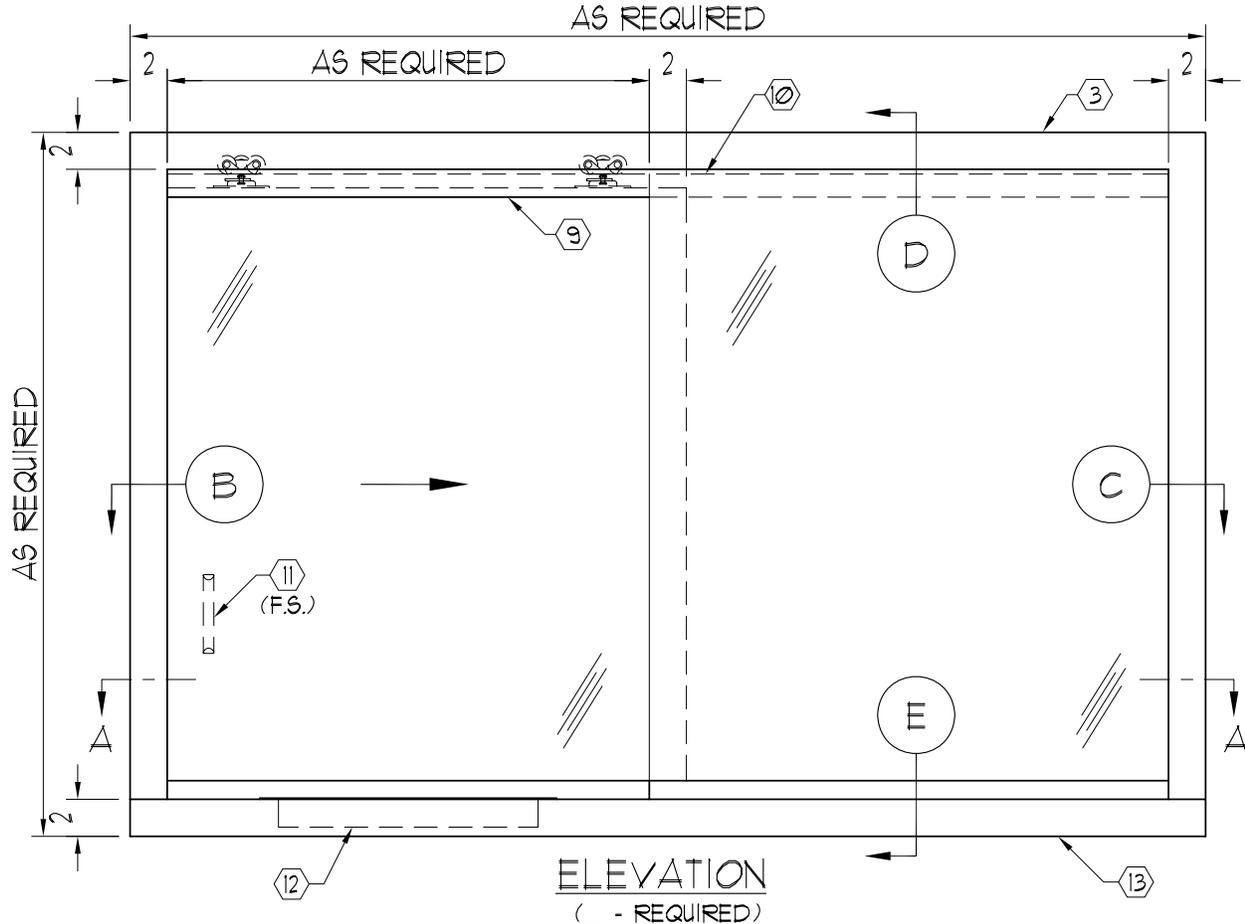
SHEET	PART ID #	SCALE	REV
	0109	NTS	

NOTES:

- ① UL LISTED ARMORTEX® BULLET RESISTANT COMPOSITES
- ② FLUSH WELD ALL CORNERS BY MECHANICAL MEANS
- ③ 16 GA. PRIME PAINTED STEEL FRAME (STAINLESS STEEL OPTIONAL)
- ④ NEOPRENE SETTING BLOCKS (TYP. AT 4 SIDES)
- ⑤ TREMCO-440 GLAZING TAPE
- ⑥ UL LISTED ARMORTEX® BULLET RESISTANT GLAZING TP 300 OR 1 1/4" ACRYLIC
- ⑦ 12 GA. STAINLESS STEEL TRACK
- ⑧ 1/4" Ø QUICK-RELEASE PIN W/ NYLON COATED CABLE
- ⑨ 12 GA. STAINLESS STEEL ROLLER GUARD
- ⑩ ROLLER TRACK (1500 SERIES)
- ⑪ HANDPULL
- ⑫ 16 GA. STAINLESS STEEL DIP TRAY (MODEL RMDT-1016)
- ⑬ HIGH PRESSURE LAMINATED BLACK PLASTIC SHELF (STAINLESS STEEL OPTIONAL)
- ⑭ ANCHORS AS REQUIRED (BY OTHERS)



SECTION A-A



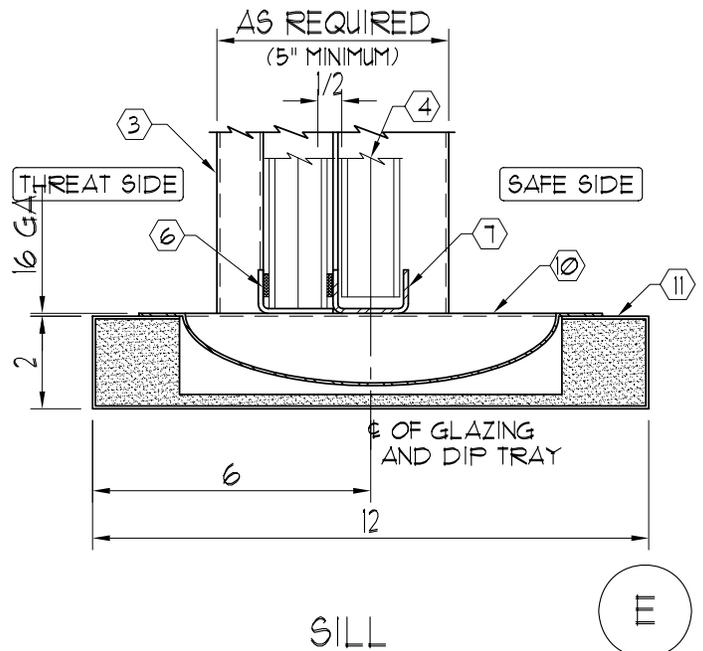
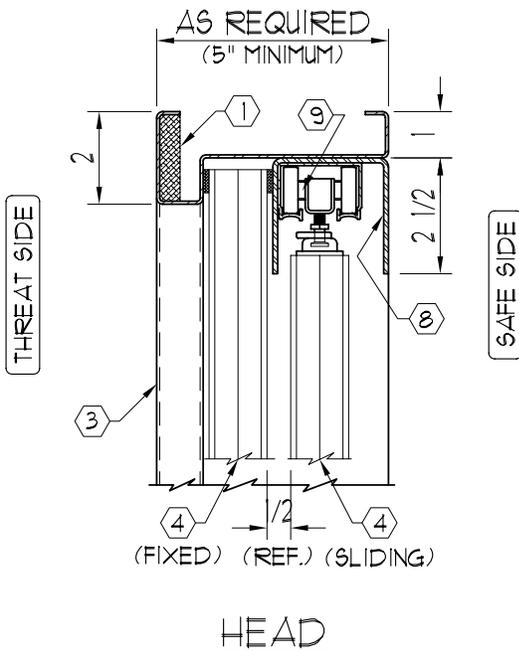
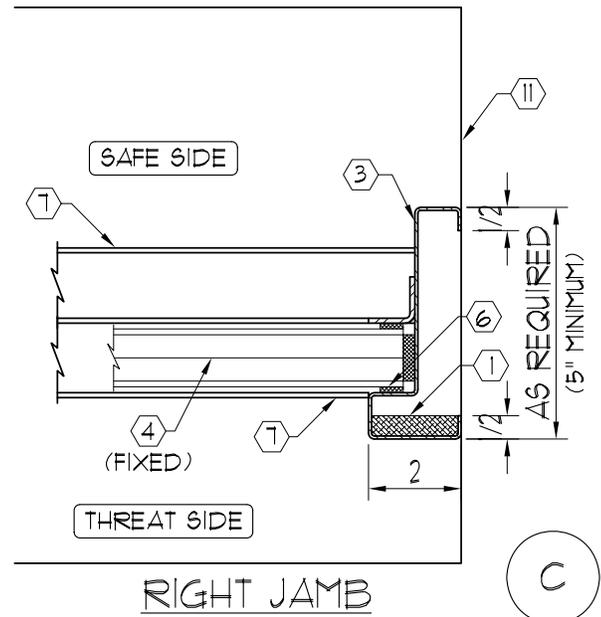
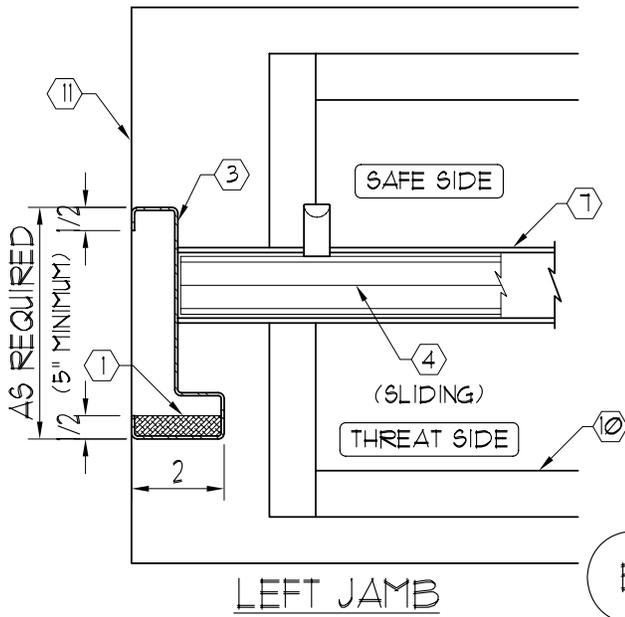
ELEVATION
(- REQUIRED)

C:\ARMORTEX MASTERS - 2007\WINDOWS\W1011023.DWG.DWG 02/13/07 @ 10:47 User: aperez

REVISIONS			ARMORTEX® BULLET / BLAST RESISTANT PRODUCTS		BALLISTIC LEVEL	
No.	DESCRIPTION	DATE	5926 CORRIDOR PKWY SCHERTZ, TX 78154		DRN. BY:	DATE:
			TEL: 210-661-8306 800-880-8306 FAX: 210-661-8308		B. LEWIS	00-00-00
			TITLE:	PROJECT NAME:	CHKD. BY:	DATE:
			ARMORTEX® BULLET RESISTANT TRANSACTION SLIDING WINDOW			
MODEL SSTW-23			UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS ARE IN INCHES		DRAWING No.	SHEET
			SCALE	PROJECT No.	W1011023	1 OF 2
			NONE			

NOTE:

- ① UL LISTED ARMORTEX® BULLET RESISTANT COMPOSITES
- ② FLUSH WELD ALL CORNERS BY MECHANICAL MEANS
- ③ 16 GA. PRIME PAINTED STEEL FRAME (STAINLESS STEEL OPTIONAL)
- ④ UL LISTED ARMORTEX® BULLET RESISTANT GLAZING TP 300 OR 1/4" ACRYLIC
- ⑤ NEOPRENE SETTING BLOCKS
- ⑥ TREMCO-440 GLAZING TAPE
- ⑦ 12 GA. STAINLESS STEEL TRACK
- ⑧ 12 GA. STAINLESS STEEL ROLLER GUARD
- ⑨ ROLLER TRACK (1500 SERIES)
- ⑩ 16 GA. STAINLESS STEEL DIP TRAY (MODEL RMDT-1016)
- ⑪ HIGH PRESSURE LAMINATED BLACK PLASTIC SHELF (STAINLESS STEEL OPTIONAL)



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REVISIONS		
No.	DESCRIPTION	DATE

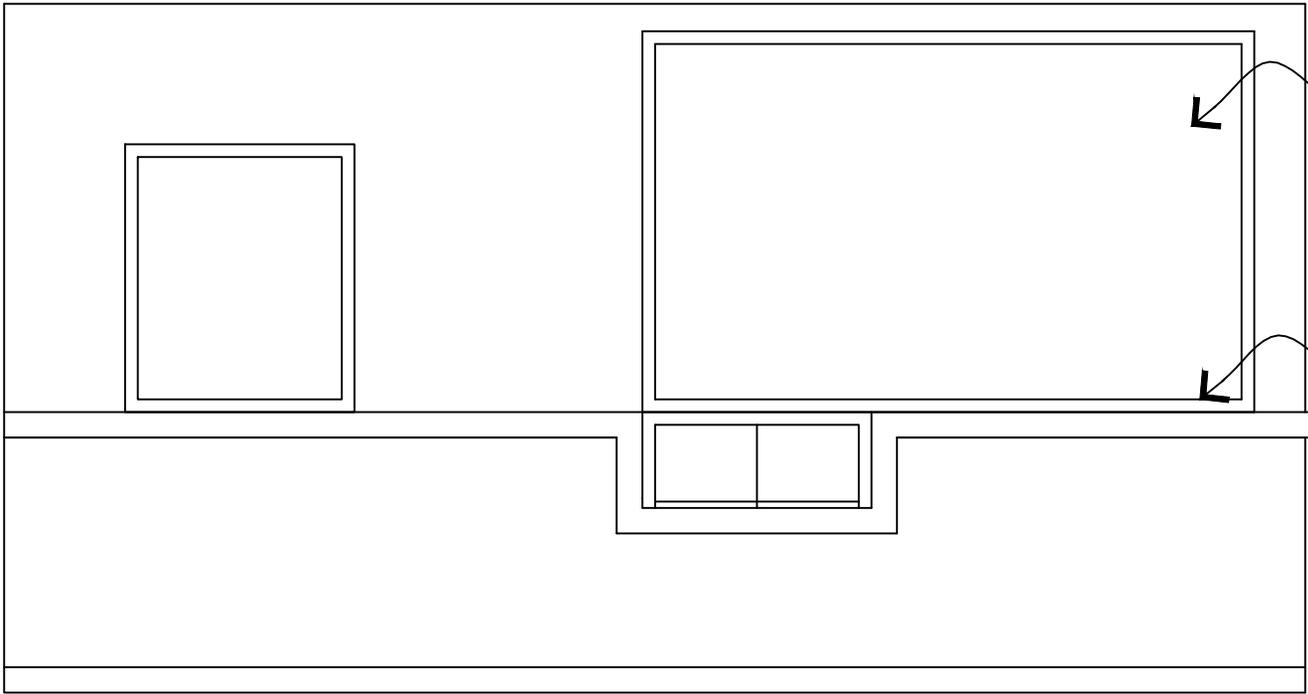
MODEL SSTW-23

ARMORTEX® BULLET / BLAST RESISTANT PRODUCTS
 5926 CORRIDOR PKWY SCHERTZ, TX 78154
 TEL: 210-661-8306 800-880-8306 FAX: 210-661-8308

TITLE: **ARMORTEX® BULLET RESISTANT TRANSACTION SLIDING WINDOW SECTIONS**
 UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS ARE IN INCHES

PROJECT NAME: _____
 SCALE: NONE PROJECT No. _____

BALLISTIC LEVEL	
DRN. BY:	DATE:
A. Perez	02-16-07
CHKD. BY:	DATE:
DRAWING No.	SHEET
W2011023	2 OF 2



FIT EXISTING OPENING WITH
BULLET RESISTANT GLASS
- UL LEVEL 3

FIT EXISTING OPENING WITH
HOLLOW METAL BULLET
RESISTANT WINDOW FRAME
WITH NATURAL VOICE

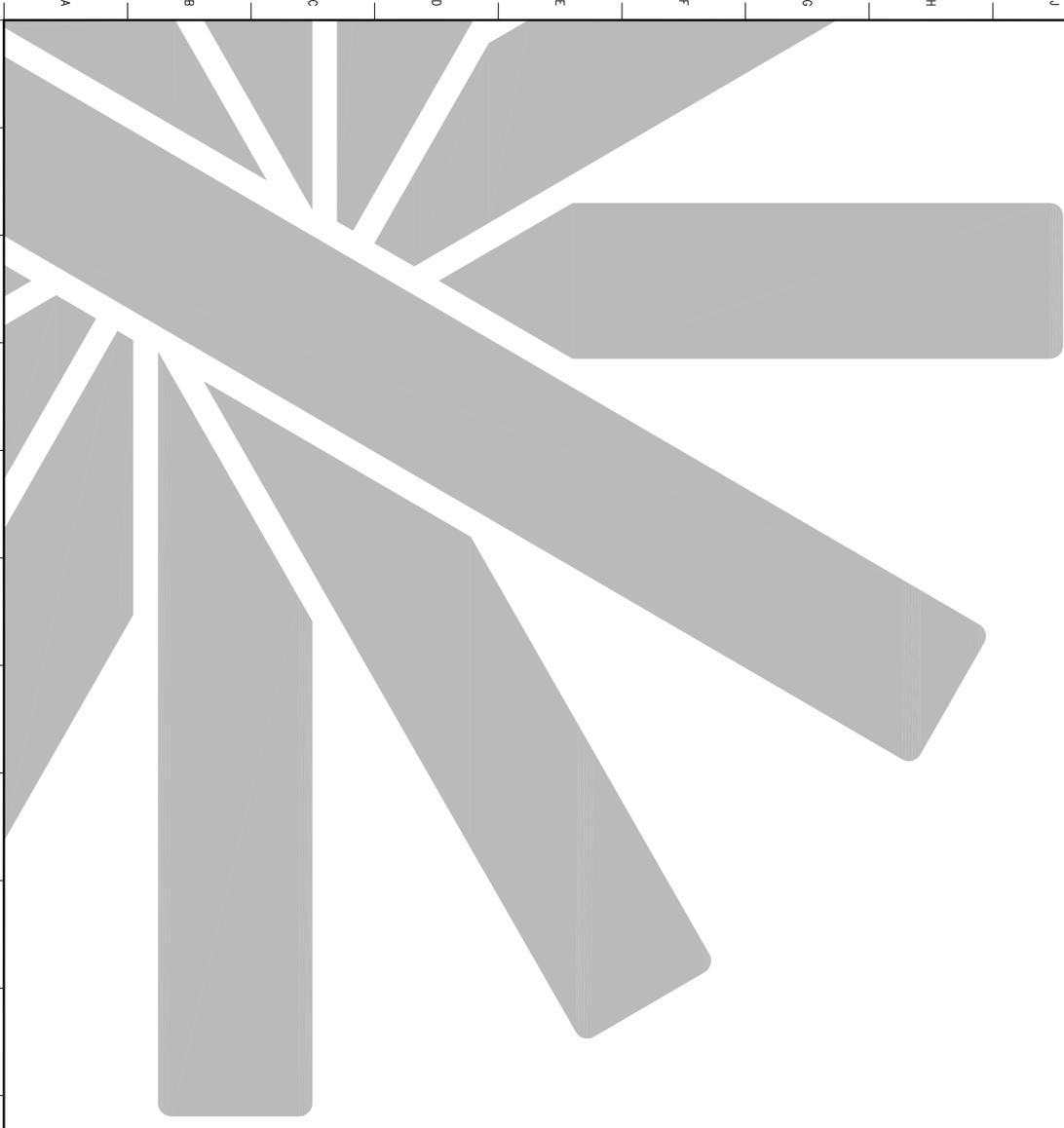
PROJECT :

VILLAGE OF MUNDELEIN RENOVATIONS
MUNDELEIN POLICE STATION
221 LAKE STREET
MUNDELEIN, IL 60060

OWNER :

MUNDELEIN POLICE
221 LAKE STREET
MUNDELEIN, IL 60060

ISSUANCE :



ISSUANCE		
NO.	DATE	DESCRIPTION

FGM ARCHITECTS
CHICAGO OAK BROOK OFALLON

PROFESSIONAL SEAL
EXPIRATION DATE

DATE 08/11/14
DRAWN
CHECKED
APPROVED
PROFESSIONAL DESIGN FIRM
IL # 164-000350

MUNDELEIN POLICE RENOVATIONS
MUNDELEIN POLICE STATION
221 N. LAKE ST.
MUNDELEIN, IL 60060

COVER SHEET

SHEET NO.
G1.00
JOB NO. 14-1863.01
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