

**SPECIFICATIONS FOR**  
**VILLAGE OF STOCKTON, ILLINOIS**  
**BUILDING DEMOLITION PROJECT**

**CDAP GRANT #09-240011**

Prepared for: Village of Stockton  
155 W. Front Avenue  
Stockton IL 61085  
Phone: 815-947-3831

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Dated: August 25, 2010

VILLAGE OF STOCKTON, ILLINOIS  
BUILDING DEMOLITION PROJECT  
CDAP GRANT #09-240011

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## ADVERTISEMENT FOR BIDS

The Village of Stockton, Illinois, hereby requests bids for a CDAP Building Demolition Project. Sealed bids will be received by the Village Clerk at the Stockton Village Hall, 155 W. Front Avenue, Stockton IL until 3:00 p.m. on September 3, 2010 at which time and place all bids will be publicly opened and read.

*The project consists of: complete demolition of commercial structure located at 201 W. Front Avenue, site clearing and grubbing, and level area to be used as a gravel parking lot. If infill is needed, it is recommended that 6" of 3-inch rock and 4" of CA-6 be used. The sidewalk on Front Avenue and the concrete area along Pearl Street will remain intact. The trees and bushes along the western boundary of the lot are to remain intact. Proper disposal of all materials is required. An asbestos inspection has been completed and there are certain materials that will have to be professionally and properly removed and disposed of. Environmental Management Services out of Dubuque IA will be conducting the asbestos removal and disposal, and will be submitting the Illinois Environmental Protection Agency Demolition Request form. Demolition of the project cannot commence until the asbestos materials are removed; there will be coordination between these two projects. A pre-construction meeting will be scheduled one contract award is made.*

A certified check or bank check payable to the Village of Stockton, Illinois, in an amount not less than five percent (5%) of the bid shall accompany each bid. The successful bidder will be required to furnish performance and payment bonds in connection with this project in amounts equal to one hundred percent (100%) of the contract price. The successful bidder will also provide an acceptable certificate of insurance after award of the contract.

Any contract or contracts awarded under this advertisement for bids are expected to be funded in part by a grant from the Illinois Department of Commerce and Economic Opportunity. Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project, and that the awarding contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Contract Documents are on file with the Village of Stockton, 155 W. Front Avenue, Stockton IL. A copy of the Contract Documents may be obtained at the Village Hall or via the Village of Stockton's website at [www.villageofstockton.com](http://www.villageofstockton.com). No fee is required for a copy of the Contract Documents.

The Owner reserves the right to reject any and all bids or to waive informalities and to consider the qualifications of the bidders in awarding a contract. No bids may be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the date of bid opening.

Bids may be held by the Village of Stockton for a period not to exceed 30 days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to awarding of the contract.

Questions regarding the project or Contract Documents can be directed to the Village Clerk at 947-3831 or to Sharon Pepin at 541-5991.

**VILLAGE OF STOCKTON, ILLINOIS  
BUILDING DEMOLITION PROJECT  
CDAP GRANT #09-240011**

**INFORMATION FOR BIDDERS**

BIDS will be received by the Village of Stockton, Illinois (herein called the "OWNER"), at the Stockton Village Hall, 155 W. Front Avenue, Stockton IL until 3:00 p.m. on September 3, 2010 at which time and place all bids will be publicly opened and read.

Each BID must be submitted in a sealed envelope, addressed to the Village Clerk at Village Hall, Stockton, Illinois. Each sealed envelope containing a BID must be plainly marked on the outside as BID for Building Demolition Project – CDAP Grant #09-240011, and the envelope should bear on the outside the name of the BIDDER, his address, his license number, if applicable. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at Village of Stockton, 155 W. Front Avenue, Stockton IL 61085.

All BIDS must be made on the required BID form. Only one copy of the BID form is required. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted.

The OWNER reserves the right to reject any and all bids or to waive informalities and to consider the qualifications of the bidders in awarding a contract. Any BID received after the time and date specified shall not be considered. No bids may be withdrawn after the opening of bids without the consent of the Village for a period of sixty (60) days after the date of bid opening. Should there be reasons why the contract cannot be awarded within the specified period the time may be extended by mutual agreement between the OWNER and BIDDER.

BIDDERS must satisfy themselves of the accuracy of the work to be done and the BID proposal submitted by examination of the site. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or the nature of the WORK to be done.

Any contract or contracts awarded under this advertisement for bids are expected to be funded in part by a grant from the Illinois Department of Commerce and Economic Opportunity. Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project, and that the awarding contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Each BID must be accompanied by a BID bond payable to the OWNER for five (5) percent of the total amount of the BID. The BID bond must be attached to the BID in the sealed

envelope. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND, as may a cashier's check or a certified share draft.

A performance bond and payment bond, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance and payment bonds within ten (10) calendar days of the date when Notice of Award is delivered to the BIDDER. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance bond, payment bond and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

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

A conditional or qualified BID will not be accepted. Award will be made to the lowest responsible, responsive BIDDER. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of major material suppliers and/or subcontractors on the BID form.

Any contract(s) awarded for this project is expected to be funded in part by a grant from the Illinois Department of Commerce & Economic Opportunity and is subject to applicable and required regulations and provisions of the Community Development Assistance Program (CDAP). Applicable regulations and provisions or references thereto are included in the Contract Documents.

Bidders should contact Sharon Pepin, Community Funding & Planning Services, 303 E. Front Avenue, Stockton IL 61085, phone (815)541-5991 with any questions concerning the WORK or compliance with the CDAP requirements.

**VILLAGE OF STOCKTON, ILLINOIS  
BUILDING DEMOLITION PROJECT  
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**BID FORM**

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as \_\_\_\_\_ to the Village of Stockton, Illinois (hereinafter called "OWNER").

In compliance with your Request for Bids, BIDDER hereby proposes to perform all WORK associated with the demolition of the commercial structure located at 201 W. Front Avenue in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the project within 30 consecutive calendar days thereafter.

BIDDER acknowledges receipt of the following ADDEDUM:

\_\_\_\_\_  
\_\_\_\_\_

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following lump sum price: \_\_\_\_\_

Accompanying this BID is a \_\_\_\_\_\* in the amount of 5% of the bid price payable to the Village of Stockton, Illinois, which it is agreed to be forfeited to the OWNER, if the undersigned fails to execute the contract in accordance with the form of contract incorporated in the contract documents and as required by the contract documents and furnish Performance and Payment Bonds and acceptable Certificate of Insurance as specified within ten (10) days from the Notice of Award of the contract to the undersigned.

In submitting this proposal, it is understood and agreed by the undersigned that the right is reserved to the OWNER to reject any or all proposals or to waive informalities and irregularities and to enter into such contracts that the OWNER deems to be in the best interests of the OWNER. It is further understood and agreed that this proposal may not be withdrawn for a period of sixty (60) days from the opening thereof.

The undersigned BIDDER understands that the contract, if awarded, will be awarded to the lowest responsible, responsive bidder on the basis of approved equipment and suppliers.

The undersigned also understands that he is to commence work on the date given in the Notice to Proceed and complete the work within the time period indicated in the contract documents, subject to any extensions of time which may be granted by the OWNER.

The name and address of the corporate surety which the BIDDER proposes to furnish the specified performance and payment bonds is:

\_\_\_\_\_  
\_\_\_\_\_

The BIDDER is required to indicate the name and address of any and all subcontractors and the work they are to perform:

\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

BIDDER:

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

Signature: \_\_\_\_\_

Typed /Printed: \_\_\_\_\_

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

ATTEST:

Signature: \_\_\_\_\_

Typed/Printed: \_\_\_\_\_

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

(SEAL as applicable)

\*Insert 'Certified Check', 'Cashier's Check', or 'Bid Bond'



Attest:

\_\_\_\_\_

Attest:

\_\_\_\_\_

By: \_\_\_\_\_

Affix  
Corporate  
Seal

By: \_\_\_\_\_

Affix  
Corporate  
Seal

Countersigned by \_\_\_\_\_

2. Attorney-in-Fact, State of \_\_\_\_\_

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_,  
\_\_\_\_\_, Secretary of the Corporation named as Principal in  
the within bond; that \_\_\_\_\_, who signed the said bond on behalf  
of the Principal was then \_\_\_\_\_ of said  
corporation; that I know his signature, and his signature thereto is genuine; and that  
said bond was duly signed, sealed, and attested to for and in behalf of said corporation  
by authority of this governing body.

\_\_\_\_\_  
Title \_\_\_\_\_

Corporate  
Seal

2. Power-of-attorney for person signing for surety company must be attached to bond.

**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: Village of Stockton  
Building Demolition Project - CDAP Grant #09-240011

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, \_\_\_\_\_, and information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ \_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, payment BOND and certificates of insurance within ten (10) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said BONDS with ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Village of Stockton  
Owner

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

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: \_\_\_\_\_  
This the \_\_\_\_\_ day of \_\_\_\_\_,  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**VILLAGE OF STOCKTON, ILLINOIS  
BUILDING DEMOLITION PROJECT  
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**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the Village of Stockton, Illinois, hereinafter call OWNER and \_\_\_\_\_ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called CONTRACTOR.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the Village of Stockton Building Demolition Project – CDAP Grant #09-240011 project.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 30 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ \_\_\_\_\_ as shown in the BID schedule, attached.
5. The term CONTRACT DOCUMENTS” means and includes the following:
  - a. Advertisement for Bids
  - b. Information for Bidders
  - c. Bid
  - d. Bid Bond
  - e. Agreement
  - f. Performance Bond, Payment Bond
  - g. Notice of Award
  - h. Notice to Proceed
  - i. Change Order
  - j. Addenda:  
No. \_\_\_\_\_ dated \_\_\_\_\_
  - k. CDAP Grant Requirements
  - l. General Specifications – Special Conditions
6. The OWNER will pay to the CONTRACTOR such amount as stated in the CONTRACT DOCUMENTS, in full, once the project is completed.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

The Contractor agrees, and its bond shall be surety therefore, that improvements will be kept and maintained in good repair for a period of one (1) year after final acceptance by the Owner.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in quadruplicate (4) counterparts, each of which shall be deemed an original on the date first written above.

OWNER

Village of Stockton

By \_\_\_\_\_

Name Rodney A. Brandt

Title President

SEAL

ATTEST:

\_\_\_\_\_

Name Suzanne Young

Title Village Clerk

CONTRACTOR

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

SEAL

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

