

**INVITATION TO BID  
DUNDEE TOWNSHIP CEMETERIES  
PURCHASE & INSTALL FENCING AT EAST CEMETERY**

**SEALED BID**

**OCTOBER 20, 2021**

**Dundee Township is seeking an experienced Vendor/Manufacturer to supply and install fencing per the attached specifications and drawings at its' East Dundee Cemetery located at 420 Dundee Ave., East Dundee, IL 60118.**

<b>SUBMISSION DATE &amp; TIME:</b>	<b>October 19, 2021 @ 5:00 PM</b>
<b>SUBMISSION LOCATION:</b>	<b>Township Office, 611 E. Main Street, East Dundee, IL 60118</b>
<b>BID OPENING DATE &amp; TIME:</b>	<b>October 20, 2021 @ 7:00 PM</b>
<b>PROJECT AWARD DATE:</b>	<b>By November 18, 2021</b>
<b>COMPLETION DATE:</b>	<b>Bidder to Advise Schedule for All Work</b>
<b>GENERAL REQUIREMENTS:</b>	<b>Submit One (1) completed Sealed Bid Package including:</b>
<b>AT TIME OF SUBMITTAL:</b>	<ul style="list-style-type: none"> <li>• <b>Required Contact Information</b></li> <li>• <b>References</b></li> <li>• <b>Timeline of Completion of the Project</b></li> <li>• <b>Fully Completed Schedule of Prices</b></li> <li>• <b>Qualifications/Relevant Experience</b></li> </ul>
<b>AT TIME OF AWARD</b>	<ul style="list-style-type: none"> <li>• <b>Substance Abuse Statement</b></li> <li>• <b>Performance Bond</b></li> <li>• <b>Certificate of Insurance</b></li> <li>• <b>Executed Contract</b></li> </ul>

**CONTACT PERSON:**

**Robert Block, Cemetery Secretary**  
[robertdt@dundeetownship.org](mailto:robertdt@dundeetownship.org), 847-428-8092 X 2

**DUNDEE TOWNSHIP—FENCE PURCHASE**

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## DUNDEE TOWNSHIP—FENCE PURCHASE

### INSTRUCTIONS TO BIDDERS—TERMS AND CONDITIONS

1. **BID OPENING**. Sealed Bids must be received as indicated on cover sheet. Bids received after this time will not be accepted or opened. The bid opening will be held at Dundee Township Offices, 611 E. Main Street, Suite 201, E. Dundee, IL 60118 on October 20, 2021 at 7:00 PM. Bids will be opened publicly and available for inspection immediately after the specified closing time. All interested parties are welcome to attend the bid opening.
2. **BID ENVELOPES**. Envelopes containing bids must be sealed and addressed to Dundee Township Cemetery, 611 E. Main Street Suite 201, East Dundee, Illinois 60118. Label envelope (in lower, left-hand corner) with name of bid and bid number. Dundee Township will not accept faxed or emailed bids. It is the responsibility of the bidder to make sure their bid arrives at the Dundee Township offices on time.
3. **BID FORM PREPARATION**. All blanks on the Bid Form must be completed by printing in ink or by typewriter. In signing this bid, Bidder certifies this bid is genuine and not made in the interest or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any other advantage over any other Bidder or over Owner. All names must be typed or printed in ink below the signature. Bids by corporations must be executed in the corporate name by the president or a vice-president (or by other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
  - a. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
  - b. Bids shall be submitted before the time and at the place indicated in the Advertisement for Bids and shall be enclosed in a sealed envelope, marked with the enclosed bid label, accompanied by the Bid Form (including any required exhibits) and the bid security (if required).
4. **MODIFICATION/WITHDRAWAL OF BID**. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. If, after the Bids are opened, any Bidders that file a duly signed, written notice with the Township and promptly thereafter demonstrates to the reasonable satisfaction of the Township that there was a material and substantial mistake in the preparation of its bid, that Bidder may, with consent of District, withdraw its bid and the bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

a. The Contractor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

5. **RESERVED RIGHTS. DUNDEE TOWNSHIP RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS** or to waive any informality or technicality in any bid in the interest of the Township. If the Township finds reason to disqualify or reject the apparent low Bidder, the Township reserves the right to award the Contract to the next lowest responsible Bidder, or to rebid the entire Project, or to cancel the Project. All bids will remain subject to acceptance for 60 calendar days after the day of the bid opening, but the Township may, in its sole discretion, release any bid and return the bid security prior to that date. Dundee Township will not be liable in any way for any costs incurred by respondents in replying to this bid.
6. **DISCRETIONARY TERMINATION.** The Township, at its sole discretion, reserves the right to terminate this Contract or any part hereof at any time the Township determines it necessary. Upon notification by the Township of such termination, Vendor shall immediately stop all Work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such Work. Vendor shall be paid a percentage of the order price reflecting the percentage of the Work performed prior to the notice of termination. Vendor shall not be paid for any Work done after receipt of the notice of termination, nor for any costs incurred by Vendor's suppliers or subcontractors which Vendor could reasonably have avoided. Dundee Township shall be the sole judge as to the acceptability or quality of material bid.
7. **TERMINATION FOR CAUSE.** The Township may also terminate this Contract or any part hereof for cause in the event of any default by the Vendor, or if the Vendor fails to comply with any of the terms and conditions of the Contract. Late deliveries, deliveries of products which are defective, or which do not conform to this Contract, and failure to provide the Township, upon request, reasonable assurances of future performance, shall be reasons allowing the Township to terminate this Contract for cause. In the event of termination for cause, the Township shall not be liable to Vendor, for any amount, and Vendor shall be liable to the Township for any and all damages, sustained by reason of the default which gave rise to the termination, including, but not limited to, all remedies available under the Illinois Uniform Commercial Code.
8. **MODIFICATION OF AWARDED BID.** The Vendor and the Township agree that no change order or other directive may be issued by the Township which requires additional compensable Work to be performed, which Work causes the aggregate amount payable to exceed the amount appropriated for this Contract, unless the Vendor has been given a written assurance by the Township that lawful appropriations to cover the costs of the additional Work have been made or unless such Work is covered under a remedy-granting provision in this Contract.
  - a. The Vendor and the Township further agree that regardless of any other provision of this Contract, the Vendor shall not be entitled to any additional compensation, whether by law or equity, unless prior to commencing the additional Work, the Vendor was given a written change order describing the additional compensable Work to be performed and setting forth the amount of compensation to be paid, which change order was signed by the Supervisor Arin Thrower.

b. The Township shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment may be made, and this Contract shall be modified in writing accordingly. Vendor agrees to accept any such changes subject to this paragraph.

c. Dundee Township is exempt from paying Illinois Retailers Occupation Tax and Federal Excise Tax.

**9. PREVAILING WAGES**

a. The Contractor acknowledges and understands that by submitting a bid, the Contractor is and will conform to all rules and regulations related to the Prevailing Wages Act and Wages Schedule as attached for Kane County, Ill.

b. Latest information is attached for contractor general information and compliance.

c. Contractor to provide "Certified Payroll" documentation **directly** to the township office, Attn: Robert L. Block, for period of contractor payment request and delivered to Mr. Block prior to township payments being issued.

10. **PAYMENT**. As part of the award of this contract, the Township shall reserve the right to set the payment terms prior to the signing of the Contract. Retention of 10% will be held by the Township until examination of the installation can be conducted. Payment shall be made to the Contractor by the Township only after the Contractor has fully performed the Contract Work

11. **PAYMENT APPLICATION**. Payment Applications need to be submitted on Township approved form (See attached example) of AIA G702 form.

12. **WAIVER OF LIEN**. Contractor to furnish appropriate Waivers of Lien from all Sub-Contractors, Material men and Others as required as a condition precedent to receipt of any payments forthcoming under a contract payment schedule.

**13. CERTIFICATE OF INSURANCE REQUIRED BY DUNDEE TOWNSHIP FOR THIS CONTRACT.**

**a. Commercial General and Umbrella Liability Insurance**

a. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

b. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

- c. Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. Any insurance or self-insurance maintained by Owner shall be excess of the Contractor's insurance and shall not contribute with it.
- d. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

**b. Continuing Completed Operations Liability Insurance**

- a. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each occurrence for at least three years following substantial completion of the work.
- b. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.
- c. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.
- d. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

**c. Business Auto and Umbrella Liability Insurance**

- a. Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**d. Workers Compensation Insurance**

- a. Contractor shall maintain workers' compensation as required by statute and employer's liability insurance. The commercial umbrella and/or employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

b.If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

**e. General Insurance Provisions**

**a.Evidence of Insurance**

b.Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

c. All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

d.Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

e.Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

f. Failure to maintain the required insurance may result in termination of this Contract at Owner's option.

g. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

h. Contractor shall provide certified copies of all insurance policies required upon award of contract.

**f. Acceptability of Insurers**

a. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

**g. Cross-Liability Coverage**

a. If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross liability coverage.

**h. Deductibles and Self-Insured Retentions**

a. Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

**i. Subcontractors**

a. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

**j. INDEMNIFICATION**

a. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Dundee Township and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify, and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract. Including the loss of use resulting therefrom or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.



**14. WARRANTY.** Contractor and/or Seller (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the Township, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Seller (as case may be) agrees that these warranties shall run to Dundee Township, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services. Contractor and/or Servicer and/or Seller shall provide to Dundee Township proof of adequate insurance coverage to satisfy the indemnification provisions herein.

**15. EQUAL EMPLOYMENT OPPORTUNITY.**

a. WHEREAS, the Act upon which Article VI, Section 2-211 of the County Code is based has been repealed and superseded by the Illinois Human Rights Act (Ill. Rev. Stat. Ch. 68, Sec. 1-101, et seq. 1987); and

b. WHEREAS, Dundee Township is required to comply with the Illinois Human Rights Act and the rules and regulations promulgated thereunder by the Illinois Human Rights Commission, and

c. WHEREAS, the rules and regulations promulgated by the Human Rights Commission require that the Equal Employment Opportunity Clause shall be deemed to be a part of every public contract.

d. NOW, THEREFORE, BE IT ORDAINED by Dundee Township that Article VI, Section 2-211 of the Kane County Code, be amended to read as follows; The equal employment opportunity clause required by the Illinois Human Rights Commission is hereby incorporated by reference in all contracts made by Dundee Township and in all bid specifications therefore furnished by the Township to all bidders, contractors and subcontractors.

**16. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT  
(PREFERENCE ACT)**

- a. The contractor shall comply with all Illinois Statutes pertaining to the selection of Labor. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and employment figures, the Contractor shall employ Illinois Laborers. "Illinois Laborers" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Other laborers may be used when Illinois Laborers as defined herein are not available or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Township. The Contractor may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a

period of excessive unemployment. This provision applies to all labor, whether **skilled, semi-skilled or unskilled, whether manual or non-manual.**

**17. PERMITS:**

- b. The Contractor shall obtain all local and necessary building and trade permits involved in the completion of work under this contract. Contractor shall obtain needed permits from the Village of East Dundee. Dundee Township **will reimburse** contractor for actual permit costs incurred.

**18. LOCAL PRACTICES:**

Contractor shall comply with local customs and trade agreements as to which particular trade or trades shall be engaged in the installation of any part of or parts of the work or equipment specified under this contract.

**19. "APPROVED EQUAL".**

If and wherever in the specifications reference is made to a brand name, catalog number, etc., it is only for the purpose of establishing a grade or quality required. Since Dundee Township does not wish to rule out other competition, the phrase "or approved equal" is added.

- a. An "approved equal" is identical or superior in grade or quality. Dundee Township will be the sole judge as to acceptability of an "approved equal".
- b. By signing this bid document, the Bidder hereby acknowledges and certifies that should the bid submitted by the Bidder be the same (identical) to the bid of another Bidder, the Township shall be the sole judge as to the successful qualified low Bidder. The Township shall be the sole judge as to "same or identical" in any bids received.

**20. PATENTS AND COPYRIGHTS.**

Vendor agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against the Township or its agents, customers, or other vendors, for alleged patent or copyright infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods, furnished hereunder, and Vendor further agrees to indemnify the Township, its agents and customers against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from any such suit or proceeding, including any settlement. The Township may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Vendor.

**21. DEFAULT.**

In case of default of the Contractor, Dundee Township may procure the items and services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

- a. By signing this bid document, the Bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Revised Statutes, Ch. 38, Par. 33E-1, et seq.).

## **22. LIQUIDATED DAMAGES.**

Failure to complete this project by the required completion dates will result in \$100.00 a day in liquidation damages until the project is completed to the satisfaction of Dundee Township.

- a. Contractor shall not damage trees which shall remain in place. Damage to trees such as mature oaks, hickory, walnut etc. shall be assessed at \$400.00 per caliper inch, measured 4 1/2 feet above the ground. Damage charges will be assessed directly to the Contractor.

## **23. SUB-CONTRACTORS.**

The Contractor must list the major subcontractors that have submitted proposals to said Contractor and that said proposals are included in the Base Bid amount, and that should the Contractor be awarded the Contract, unless otherwise mutually agreed upon by this Contractor and Township, the listed sub-contractors will perform the work indicated. List sub-contractors on Bid Form where indicated. Bidders are required to perform the majority (50 %+ ) of work with their staff – not with sub-contractor.

## **24. QUALIFICATIONS OF BIDDERS.**

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within three working days after bid opening, upon Owner's request, detailed written evidence such as financial data, previous experience, present comments, and other such data that may be called for in the Bidder's Qualifications Statement. Each bid must contain evidence of Bidder's qualification to do business in the State of Illinois and a certification that the Bidder is not barred from bidding on the Work as a result of previously violating either Section 33E-3 or 33E-4 of Article 33E of the Criminal Code of 1961.

- a. Bidders must be experienced in work referenced in this bid. Bidders must provide a list of similar type projects.

## **25. SCHEDULE OF WORK.**

The successful bidder will be required to present a schedule of work for this project to the Township after receiving the notice of award. This schedule will be reviewed with Township Staff for compliance with the Bid Specifications. No changes from this schedule will be permitted without permission of the Township. Contractor will be required to conduct a pre-construction meeting with a Township Representative prior to the start of any work

## **26. MINIMUM REQUIREMENTS.**

1. The award of this bid will be based on the total bid from the qualified bidder.
2. Change of work orders, change of fee, or contracted add-ons will be issued by the Township.
3. The Township will supply a contract to the successful bidder. The successful bidder must complete the contract and return it to the Township along with all other required entire bid package before work can begin.
4. All work is to be done in single shift during normal working hours. The Contractor may elect to work outside of normal working hours, with the approval of the Owner, at their own expense in order to comply with the completion dates. If work outside of normal hours is ordered by the Owner, additional cost thereof will be paid by the Owner in accordance with the terms of the Contract.
5. Keep public areas adjacent to the work area free from accumulation of waste material, spilled product, rubbish or construction debris, and dispose of properly.
6. Contractor shall provide all machinery required and fees and permits necessary to complete the specified work and as required to comply with all local building laws. All equipment will be provided by Contractor and will be furnished in accordance with all agencies having jurisdiction.
7. Parking during construction and staging of equipment must be located in designated areas.
8. The Township requires a schedule of work prior to start of work.
9. The successful Bidder will be required to comply with the Illinois Act on Substance Abuse Prevention on Public Works Projects **\*\*(Act 095-0635)\*\*** and supply the Township with a copy of the program.
10. Township staff will delineate staging areas. The Contractor will load, unload and store equipment and will mix all product in the staging areas. Equipment storage in the staging area must not interfere with staff use of Township properties.
11. Contractors and Subcontractors must supply the Township with a Certificate of Insurance and their Substance Abuse Policy prior to the start of work. The Township will retain 10% of payment until final site restoration has been completed and approved.

12. Contractors must place caution signs alerting patrons of work being done on site. During machine operation, the Contractor must clearly post professionally made 36" x 36" blaze orange signs indicating "**CAUTION MACHINERY WORK AREA**".

**DUNDEE TOWNSHIP CEMETERY  
OCTOBER 20, 2021  
FENCING  
BID SPECIFICATIONS**

**INTENT:**

It is the intent of the Dundee Township Cemetery Board of Trustees to contract with a vendor to supply and install fencing as specified at the East Dundee, IL Cemetery, prices F.O.B.

**SCOPE:**

**Ornamental Aluminum Commercial Fencing**

Ultra UAF-200 Flat Top standard bottom with 16" short tri-finial picket

Posts- 2.5" square, x .100 min.

Pickets- 3/4" square, x .055 min.

Rails-1.375 x .125 min.

Panel Height- 6'

4- 8' gates (location to be determined)

Footings: Line Posts 12" x 42"

Concrete: 3000 PSI

Approximately 2500' of fencing and gates. Township is requesting a separate bid as part of this package to include 2'x2' brick piers 6' tall with a cast stone cap that would be installed every 96' as part of the fencing. (See separate bid document for additional details)

**Option 1:** Use of Ultra UAS-100 standard bottom with spear top and 16" spear top

**Option 2:** Use of Ultra UAS-150 Staggered Spear with standard bottom

**Option 3:** Ball Cap on Posts

**Chain link Fencing**

6' Galvanized

Fabric: 9GA x 2" Mesh Knuckle Selvage

End Posts: 3" O.D.

Line Posts: 2-3/8" O.D.

Top rail: 1 5/8" O.D.

Post Caps: Dome Style

Ties: 8GA Aluminum

3- 4' Gates (location to be determined)

Footings: All Posts, 12" x 42"

Concrete: 3000 PSI

Approximately 1500' including gates.

**Optional Quote: Bottom Rail: 1 5/8" O.D**

Approximate locations for each type of fence are shown on the attached site plan.

INSTALLATION;

WARRANTY:

Bidder shall provide written warranty with bid proposal to cover defects in materials and/or workmanship.



**DUNDEE TOWNSHIP—FENCE PURCHASE**

**REFERENCES**

Please list below references for the most recent past or current projects that your organization has successfully constructed that you feel are most similar in nature to the project for which this bid is being submitted. Bidder must state if projects were completed on time and within budget. Please supply the name, title, and phone number of the Owner's Field Representative who was acting as the Inspector during each project. The Township will contact all listed references.

1. Project Name \_\_\_\_\_  
Owner/Agency \_\_\_\_\_  
Owner's Phone \_\_\_\_\_  
Project Description \_\_\_\_\_  
Project Amount \_\_\_\_\_  
Year Completed \_\_\_\_\_  
Owner/Manager's Name \_\_\_\_\_  
Owner/Manager's Title \_\_\_\_\_  
Owner/Manager's Phone \_\_\_\_\_  
Project was completed on time (Yes/No). Project was completed within budget (Yes/No).

2. Project Name \_\_\_\_\_  
Owner/Agency \_\_\_\_\_  
Owner's Phone \_\_\_\_\_  
Project Description \_\_\_\_\_  
Project Amount \_\_\_\_\_  
Year Completed \_\_\_\_\_  
Owner/Manager's Name \_\_\_\_\_  
Owner/Manager's Title \_\_\_\_\_  
Owner/Manager's Phone \_\_\_\_\_  
Project was completed on time (Yes/No). Project was completed within budget (Yes/No).

3. Project Name \_\_\_\_\_  
Owner/Agency \_\_\_\_\_  
Owner's Phone \_\_\_\_\_  
Project Description \_\_\_\_\_  
Project Amount \_\_\_\_\_  
Year Completed \_\_\_\_\_  
Owner/Manager's Name \_\_\_\_\_  
Owner/Manager's Title \_\_\_\_\_  
Owner/Manager's Phone \_\_\_\_\_  
Project was completed on time (Yes/No). Project was completed within budget (Yes/No).

**DUNDEE TOWNSHIP—FENCE PURCHASE**

**SUB-CONTRACTORS**

The listed Sub-contractors will perform the work indicated herein:

1. Sub-Contractor

\_\_\_\_\_

Work Performed \_\_\_\_\_

2. Sub-Contractor

\_\_\_\_\_

Work Performed \_\_\_\_\_

3. Sub-Contractor

\_\_\_\_\_

Work Performed \_\_\_\_\_

4. Sub-Contractor

\_\_\_\_\_

Work Performed \_\_\_\_\_



**SUBSTANCE ABUSE PREVENTION FORM**

WHEREAS, it is the policy of the State of Illinois as declared in Substance Abuse Prevention and Public Works Project Act **\*\*(Act 095-0635)\*\*** program act for laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works@ approved January 1, 2008, that all contractors or sub-contractors must have a substance abuse prevention program in place for all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works.

The undersigned hereby acknowledges and attaches a copy of their Substance Abuse Prevention Program.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Signature of Officer of Company**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**DUNDEE TOWNSHIP—FENCE PURCHASE**

**BID FORM PART 1**

The undersigned, as Contractor, declares that he/she has fully examined the proposed form of Bid and Specifications for the above designated project, all of which are attached hereto and on file in the Offices of Dundee Township located at 611 E. Main Street, Suite 201, E. Dundee, ILLINOIS and all other documents referred to or mentioned in the Bid Documents.

Further, he/she proposes and agrees if this bid proposal is accepted by the Township, to execute and fully perform the work required under this Document.

I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities, and other contract documents, to irrevocably offer to furnish the materials, equipment, and services in compliance with all terms, conditions, specifications, and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.

A. The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.

B. For purposes of this offer, the terms Offeror, Bidder, Contractor, and Vendor are used interchangeably.

**Name** \_\_\_\_\_ **Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

**Company** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone #** \_\_\_\_\_ **Fax #** \_\_\_\_\_

**Email** \_\_\_\_\_

**Federal I.D. / Social Security #** \_\_\_\_\_ **Date** \_\_\_\_\_

**DUNDEE TOWNSHIP—FENCE PURCHASE**

**BID FORM AFFIDAVIT / CERTIFICATION**

**PART II**

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

County of \_\_\_\_\_ )

The undersigned being duly sworn certifies that he/she is (complete one of the following):

- a. Sole Proprietor of \_\_\_\_\_  
(Name of firm)
- b. A Partner of the Partnership d/b/a \_\_\_\_\_  
(Name of Partnership)
- c. An Officer of \_\_\_\_\_  
(Name of Corporation)
- d. The Manager of \_\_\_\_\_  
(Name of Limited Liability Company)

Hereinafter called the Bidder and that; if Bidder is an entity described above, the following names and titles are true and correct as of the date hereof:

\_\_\_\_\_  
(President or Partner or Member)

\_\_\_\_\_  
(Vice President or Partner or Member)

\_\_\_\_\_  
(Secretary or Partner or Member)

\_\_\_\_\_  
(Treasurer or Partner or Member)

Federal I.D. / Social Security No. \_\_\_\_\_

The undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the organizational documents of the Bidder and the laws of the State of Illinois and that this certification is binding upon the Bidder and is true and accurate. Further the undersigned certifies that the Bidder is not barred from bidding on this project as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid-rigging, or bid-rotating.

The affiant deposes and says that he/she has examined and carefully prepared this Bid proposal from the Contract Documents and that the statements contained herein are true and correct and that this proposal is made without collusion with any other person, firm, or corporation.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were unanimously adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. *(Attach a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)*

\_\_\_\_\_  
Signature and Title

CORPORATE SEAL (if available)

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City and State

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ AD, 2021.

\_\_\_\_\_  
Notary Public My Commission Expires: \_\_\_\_\_



**DUNDEE TOWNSHIP—FENCE PURCHASE**

**BID FORM—PART III**

**COMPANY NAME** \_\_\_\_\_

**AUTHORIZED SIGNER** \_\_\_\_\_

The bidder will complete this project including all work scope:

Supply and Install Fencing at the East Dundee Cemetery as specified for total lump sum cost of all materials and labor:

\$ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Option 1 Cost: \_\_\_\_\_

Option 2 Cost: \_\_\_\_\_

Option 3 Cost: \_\_\_\_\_

The Contractor guarantees completion of all the work by \_\_\_\_\_.

**\*\* TOWNSHIP WILL AWARD TO LOWEST QUALIFIED BIDDER \*\***

# PLAT OF SURVEY

PARCEL 1 (Document #802497)

That part of the Southwest quarter of Section 24, Township 42 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Southwest corner of said Southwest quarter; thence North along the West line of said Southwest quarter 820.25 feet; thence North 89°40' East 377.98 feet for the point of beginning; thence North 89° degrees 40 minutes East 580 feet; thence North 0°20' East 645 feet; thence South 89° 40' West 690 feet; thence South 0°20' West 645 feet to the point of beginning; in the Township of Dundee, Kane County, Illinois.

PARCEL 2 (Document #266360)

A part of the Southwest quarter of the Southwest quarter of Section 24, Township 42 North, Range eight (8) East of the Third Principal Meridian, described as follows: Beginning at the Southwest corner of said Section; thence North along the West line of the aforesaid Section 820.25 feet; thence North 89 degrees 40 minutes East 1057.98 feet; thence South 830.35 feet to a point in the south line of the aforesaid Section; which is 1582.02 feet West of the Southeast corner of the aforesaid Southwest quarter; thence North 89 degrees 50 minutes West along said South line 1057.98 feet to the place of beginning. Containing 20.05 Acres.

PARCEL 3 (Document #284683)

The North 5.97 chains measured on the West line of that part of Section Twenty-five (25), Township Forty-two (42) North, Range Eight (8), East of the Third Principal Meridian, bounded by a line described as follows: Commencing at the North West corner of Section Twenty-five (25) aforesaid; thence East along the North line of said Section Twenty-five (25), 11.62 2/3 chains, thence South 4 1/2 degrees, West to the center of the highway known as Higgins Road, thence North 51 1/2 degrees West along the center of said highway 11.54 chains to the West line of said Section to the place of beginning, containing seven and ninety-four hundredths (7.94) acres, more or less. (It is understood and agreed that the above premises are purchased by and conveyed to the grantee herein for use in connection with and as part of the Dundee Township Cemetery, but nothing herein contained shall be construed to limit or restrict the grantee to said use), said premise being situated in the Town of Dundee, in the County of Kane in the State of Illinois.

PARCEL 4 (Document #5219)

Part of Section No. Twenty Five (25) in Township No. Forty Two (42) North of Range No. Eight (8) East of the Third Principal Meridian in the County of Kane and State of Illinois, bounded and described as follows: Commencing on the Section line Six (6) chains and Ninety Seven (97) links South of the Northwest corner of said Section No. Twenty Five (25) Thence running East parallel to the North line of said Section Eleven chains and ten links (11.10) Thence South four and one half (4 1/2) degrees West Twelve (12) chains and Seven (7) links to the center of the highway, Thence North Sixty one and one fourth (61 1/4) degrees West along the center of said highway, Eleven chains (11) and Fifty four (54) links to the West line of said Section, Thence North along said Section line and on the center of the highway, six (6) chains and Fifty six (56) links to the place of beginning, containing ten (10) acres.

Right of Way Easements

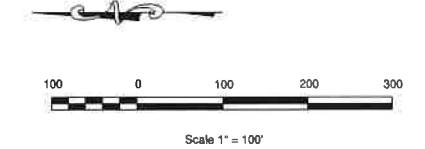
(Document #312233)

Commencing at the northwest corner of Section 25, Township 42 North, Range 8 East of the Third Principal Meridian, thence easterly along the section line 21.0 feet, more or less, to a point on the easterly boundary line of the present highway for a place of beginning; thence easterly along the section line 21.0 feet to a point 50.0 feet easterly from the center line of the proposed State Aid Route No. 13, thence south 0°47' east 782.38 feet on a line 50.0 feet easterly of and parallel to the center line of the said State Aid Route No. 13, thence southeasterly on a curve to the left 90.0 feet on a radius of 160.0 feet, thence southeasterly 90.0 feet, more or less, to a point on the northerly boundary line of State Aid Route No. 1-A, thence north 82 degrees 20 minutes west along said boundary line 73.5 feet, thence northwesterly 47.4 feet to a point on the easterly boundary line of the present highway, thence northerly along the said easterly boundary line of the present highway 848.78 feet, more or less to the place of beginning, containing 0.445 acres more or less, situated in the County of Kane and State of Illinois.

(Document #1103594)

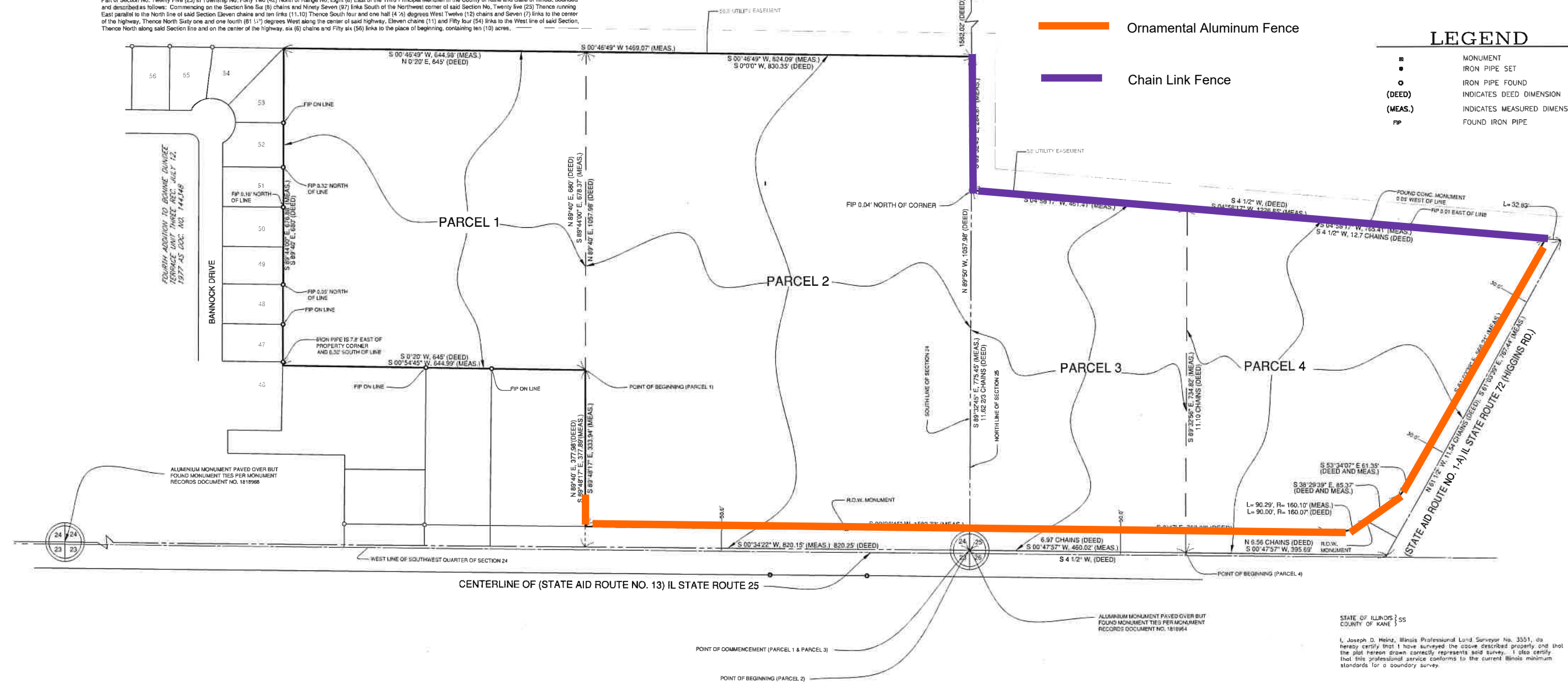
Commencing at the intersection of the centerline of Illinois Route 72 with the centerline of Illinois Route 25 (Federal Aid Route 106); thence southeasterly along the said centerline of Illinois Route 72 for a distance of 46.68 feet to the point of beginning of this description; thence continuing southeasterly along said centerline for a distance of 139.66 feet to a point; thence northwesterly along a line that is normal to the centerline of Illinois Route 72 for a distance of 30.0 feet to a point; thence northwesterly along a line that forms an angle of 82° 30'30" to the left of the prolongation of the last described line at the last described point for a distance of 81.35 feet to a point; thence northwesterly along a line that forms an angle of 15 degrees 04 minutes 30 seconds to the right of the prolongation of the last described line at the last described point for a distance of 85.37 feet to a point; thence southwesterly along a line that forms an angle of 112 degrees 34 minutes to the left of the prolongation of the last described line at the last described point for a distance of 70.76 feet to the point of beginning, all in Kane County, Illinois.

Containing therein 0.146 acres, more or less, of which 0.133 acres, more or less, were previously dedicated for public road purposes.



- Ornamental Aluminum Fence
- Chain Link Fence

- ### LEGEND
- MONUMENT
  - IRON PIPE SET
  - IRON PIPE FOUND
  - (DEED) INDICATES DEED DIMENSION
  - (MEAS.) INDICATES MEASURED DIMENSION
  - FP FOUND IRON PIPE



STATE OF ILLINOIS }  
 COUNTY OF KANE }  
 I, Joseph D. Heinz, Illinois Professional Land Surveyor No. 3551, do hereby certify that I have surveyed the above described property and that the plat hereon drawn correctly represents said survey. I also certify that this professional service conforms to the current Illinois minimum standards for a boundary survey.

Dated at East Dundee, Illinois  
 this 19TH day of January, 20 05, A.D.  
 Illinois Professional Land Surveyor No. 3551  
 License Expires 11-30-06  
 Design Firm Registration No. 184-002048

DATE: 01-19-05  
 JOB NO.: S-1188  
 SHEET 1 OF 1

GERALD L. HEINZ & ASSOCIATES, INC.  
 CONSULTING ENGINEERS & LAND SURVEYORS  
 206 NORTH RIVER STREET  
 EAST DUNDEE, ILLINOIS 60118

NO.	DATE	REVISIONS	NO.	DATE	REVISIONS

PLAT OF SURVEY

DUNDEE TOWNSHIP  
 CEMETERY (EAST)

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