

**COUNTY OF McHENRY
McHENRY COUNTY ADMINISTRATION BUILDING
PURCHASING DEPARTMENT – ROOM 200
2200 N. SEMINARY AVENUE
WOODSTOCK, IL 60098**

Sealed bids will be accepted in the above office until

August 22, 2017 at 2:00 P.M. (CST)

For

BID #17-46

***PROVIDE TRENCH DRAIN
REHABILITATION TO McHENRY COUNTY
DIVISION OF TRANSPORTATION***

CONTACT PERSON – DONALD A. GRAY, CPPB
DIRECTOR OF PURCHASING
Phone - (815) 334-4818
Fax - (815) 334-4680

MAILING ADDRESS: Purchasing Department 2200 N Seminary Ave #200 Woodstock IL 60098	DROP OFF IN PERSON: Purchasing Department 667 Ware Road #200 Woodstock IL 60098
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PLEASE PRINT

COMPANY

DATE

CONTACT PERSON

ADDRESS

E-MAIL ADDRESS

CITY, STATE AND ZIP

TELEPHONE NO

FAX NO.

TIN (FEIN, or Social Security) NUMBER

The attention of bidders is directed to the McHenry County Purchasing Ordinance, approved August 1, 2014. This Ordinance is incorporated by reference into this bid as if it were contained herein. If you have not received a copy of the above Ordinance and desire a copy, please contact the office of the Director of Purchasing.

SCOPE OF WORK

The County of McHenry is soliciting bids to Provide Trench Drain Rehabilitation to McHenry County Division of Transportation, located at 16111 Nelson Road, Woodstock, Illinois 60098. A Site Visit is scheduled for August 8, 2017 at 9:00a.m. at the Division of Transportation. Attendance is not mandatory but HIGHLY recommended.

Subject to continuing need and availability of funds. Bid per specifications contained herein.

SCHEDULE OF EVENTS

August 1, 2017	Bid Available
August 8, 2017	Site Visit, McHenry County Division of Transportation, 16111 Nelson Road, Woodstock, IL at 9:00 AM (CST)
August 11, 2017	Vendors Questions Submitted via fax to 815-334-4680 by 4:00 P.M.(CST)
August 15, 2017	Vendors Questions Answered via fax and Posted on Website by 4:00 P.M.(CST)
August 22, 2017	Bid due in Purchasing at 2:00 P.M.(CST)

PAYMENT

Payment will be processed after receipt of delivery invoice and appropriate affidavit.

NON-DISCRIMINATION

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Contractor shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Contractor must have a written sexual harassment policy which meets Illinois State Statutes, 775 ILCS, 15/3.

PREVAILING WAGE

The State of Illinois requires that all wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended. This requires payment of the general prevailing rate for each craft or type of worker, including payment of the general prevailing rate for legal holiday and overtime work. The Illinois Department of Labor publishes the prevailing wage rates on its website at www.state.il.us/agency/idol/rates.htm. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. A copy of the prevailing wage rates is posted on the McHenry County website at www.co.mchenry.il.us under BIDS and RFP's. If wage rates change during the course of the project, the new rates will be available in the County of McHenry Purchasing Office. Vendors

may access the Illinois Department of Labor website for updates www.state.il.us/agency/idol.

CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Effective August 10, 2005 contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

INCREASED PENALTIES FOR PREVAILING WAGE VIOLATIONS (Public Act 94-0488)

Effective January 1, 2006, penalties for violations of the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers for each month the wages remain unpaid (up from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period --during which contractors are ineligible for public works contracts -increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

The successful bidder must be in compliance with State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

PROCUREMENT OF GREEN PRODUCTS AND TECHNOLOGIES

As approved by the McHenry County Board in April 2008, it is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products. The County should strive to influence private purchases through the example of using government specifications and standards that are green or environmentally friendly when making its purchases.

Whenever available and cost-justified, the County should purchase those materials including the purchase of recycled products containing post-consumer materials rather than residual materials resulting from the processing or manufacturing from another product. To the extent practicable, all products standards shall emphasize functional or performance criteria which do not discriminate against the use of recycled materials.

McHenry County should cooperate to the greatest extent feasible with other governments and organizations to develop a comprehensive, consistent and effective procurement effort intended to stimulate the market for recycled products, reusable products, products designed to be recycled, and other environmentally responsible products.

McHenry County shall continue to participate in and shall encourage other public jurisdictions to participate with the County in the purchase of products containing recycled content. Participation in such cooperative systems shall be aimed at obtaining maximum practical recycled content in County purchases, to obtain best available price for products with recycled content, to facilitate or encourage lower prices industry-wide and to encourage development of industries and markets dealing with recycled content products.

PROCUREMENT OF PRODUCTS THAT ARE ENERGY STAR QUALIFIED

McHenry County shall select, where life cycle and cost-effective, ENERGY STAR and other energy efficient products, when acquiring energy-using products. This information will be required by the bidder in their bid submittal.

SECURITY

The contractor represents and warrants to the County of McHenry that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the County of McHenry that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the County of McHenry, the Corporate Authorities, and all County of McHenry elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

PURCHASE EXTENSION

This contract shall be offered for purchases to be made by other counties and governmental units within the State of Illinois as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the Vendor. The County of McHenry shall not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all orders placed by another governmental unit.

ADDENDUM

Should the Vendor require any additional information about this Bid, please fax to Purchasing (815-334-4680) any questions by the deadline as outlined in the schedule of events. ANY AND ALL changes to these specifications are valid only if they are included by Written Addendum to All Bidders. NO interpretation of the meaning of the plans, specifications, or other contract documents will be made orally. If required, all addenda will be faxed to bidder if a Notice of Intent to Bid has

been completed and faxed to the Purchasing Office. In addition, all addenda are posted on the County of McHenry's website. Failure of the bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this Bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused by a bidder to improperly submit a bid.

Response to these questions will be made by means of an addendum. Only the Director of Purchasing has the authority to issue an addendum.

Addenda are written instruments issued by the County prior to the date for receipt of proposals, which modify or interpret the Bid by addition, deletions, clarifications or corrections.

Prior to the receipt of bids, addenda will be faxed or delivered to all who are known to have received a Notice to Bid. Each vendor shall ascertain prior to submitting a bid that all addenda issued have been received and, by submission of a bid, such act shall be taken to mean that such vendor has received all addenda and that the vendor is familiar with the terms thereof and understands fully the contents of the addenda.

TAXES

The County of McHenry is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax and Federal Excise Tax. The bidder's attention is directed to the McHenry County Purchasing Ordinance {S3-10, (9), (10), and (11)}.

INSURANCE

(1) GENERAL

The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

- (a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

\$1,000,000 per occurrence and \$2,000,000 in the aggregate;

- (b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

\$1,000,000 per occurrence, combined single limit for:
Bodily Injury Liability and Property Damage Liability;

- (c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.

(2) EVIDENCE OF INSURANCE

The successful bidder agrees that with respect to the above required insurance that:

- (a) The County of McHenry shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
- (c) The County of McHenry shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
- (d) Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of McHenry as an additional insured. A copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance; and
- (e) have McHenry County named as an additional insured and the address for certificate holder must read exactly as:

County of McHenry, **a body politic**
2200 N. Seminary Avenue
Woodstock, IL 60098

- (e) Insurance Notices and Certificates of Insurance shall be provided to:

McHenry County, Purchasing Department
2200 N. Seminary Avenue, Room 200
Woodstock, Illinois 60098

HOLD HARMLESS CLAUSE

The successful bidder will agree to indemnify, save harmless and defend the County of McHenry, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract upon award. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County of McHenry, its agents, servants, or employees or any other person indemnified hereunder.

BID RESPONSE

It is highly recommended that the vendor completely read the bid prior to filling out to become acquainted with terms and conditions of the bid document and merchandise requirements. No relief will be allowed from the bid conditions unless you take written exception to that condition on your bid.

BIDS MUST BE SUBMITTED IN DUPLICATE FORM, (One Original, and One Copy).

BIDS ARE DUE BACK BY 2:00 P.M. (CST) ON AUGUST 22, 2017.

Bidders are urged to respond to this bid request in every case to insure being maintained on current bid lists. Explanations of the reasons for not bidding will assist in maintaining the bidder on the correct bid list(s).

SUBMITTAL

Submit one (1) bid, multiple bids will not be accepted.

GENERAL CONDITIONS

This bid shall be firm for at least 120 days after the latest time specified for submission for bids and thereafter until written notice is received from the bidder.

AWARD OF ORDER

The County will award a purchase order to the lowest responsive, responsible bidder meeting the County's requirements as listed in this document. The County will be the sole judge of acceptability of any products offered.

WORKMANSHIP

Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The County shall be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments made.

MISCELLANEOUS

It is the bidder's task to be familiar with the referenced items and to offer only products of equal or greater quality. Any questions on specifications should be directed to the Purchasing Department.

EXCEPTIONS

The bid speaks for itself. Bidders taking exception to any terms, conditions or specifications of this bid must clearly state in writing such exception(s) either on or with their bid. The County will be the sole judge of the acceptability of any exception noted, and is not bound to consider any bid submitted with exceptions.

ALTERNATES

Trade names are used solely for the purpose of setting minimum standards of quality and performance and are not to be construed as exclusionary. Bidders are encouraged to contact the Purchasing Department prior to the bid opening for the purpose of clarifying specifications.

FULL PRICING AND CONTINGENCIES

The County shall hold the successful bidder to bid pricing. Additional charges for contingencies discovered by the vendor at any time after the date of opening of this bid will not be considered for payment by the County.

RECOURSE FOR UNSATISFACTORY MATERIALS

Payment shall be contingent upon the County's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the County's satisfaction by the successful bidder at no additional charge.

TERMINATION

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The County will give written notice of unsatisfactory performance and the contractor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, the County deems the contractor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the County's right to seek any other remedies allowed by law.

The successful bidder will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the County in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to the County thirty (30) days after written notification of termination from the County.

The successful bidder will agree that pursuant to requirements imposed under Illinois law, the County shall have 120 days after each election of county board members to terminate this Agreement, without cause and without penalty.

CHOICE OF LAW AND VENUE

The bidder agrees that this bid has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this bid or any resulting contract shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The bidder further agrees that the exclusive venue for all such disputes shall be the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the bidder hereby consent to the personal jurisdiction thereof.

COMPLIANCE WITH LAWS

The bidder hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations. Failure to comply with the terms of this provision shall constitute a breach of contract and permit the County to terminate this (Request for Sealed Proposal/Bid) in accordance with the termination provisions stated herein.

REJECTION OF BIDS, WAIVER OF IRREGULARITIES

McHenry County reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the County. Any such decision shall be considered final.

PROTEST PROCEDURES

Any Bidder who believes contractual terms or specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Director of Purchasing. To be considered, the protest must be received by McHenry County five (5) days prior to the stated bid opening. Any adversely affected or aggrieved Bidder shall have ten (10) days from the date of the bid opening to file a written protest regarding the intent to award the bid. Protests submitted after that date will not be accepted. Protests must specify the grounds upon which the protest is based (refer to appropriate statute, rule, code, or ordinance which defines the protest process).

BIDDER'S ATTACHMENT TO THE BID

Any attachment to this bid, as required by the bid conditions, or made at the bidder's option, must reference on their face the bid title, opening date, and time.

DELIVERY

Delivery will be considered in making the award and the bidders shall state, in the spaces provided, expected delivery after receipt of Purchase Order. Failure to meet said delivery promises without prior consent of the Director of Purchasing will be considered a breach of faith.

PERFORMANCE AND PAYMENT BOND:

A Performance and Payment Bond will be required by the accepted bidder as described below if the bid amount exceeds \$50,000.00.

- Payment and Performance Bond shall be in the amount of 110% of the bid value. Any additional scope value during the project must be covered by the bonds.
- Obligee is County of McHenry, project owner for the Payment and Performance Bonds.
- Payment and Performance Bonds must be signed by an official of the bonding company and accompanied by the bonding agent's written Power of Attorney.
- Provide three (3) copies of each of the bonds and the Power of Attorney in order that one copy of each may be attached to each copy of the contract agreement. Bonds must be submitted to McHenry County within two (2) weeks of the notice of award, if start of construction is sooner, then bonds must be submitted a minimum of two (2) days prior.
- Date of Agreement and Payment and Performance Bonds shall be the same.
- Such Payment and Performance Bonds shall be issued by a surety listed on the Department of Treasury's listing as approved sureties (Department Circular 570) with an A.M. Best Rating of "A" or better which is licensed in the state of the location of the project and must be acceptable to the design-builder.

BID BOND:

Each separate bid shall be accompanied by a bid bond, certified check, or a cashier's check, drawn on a bank authorized to do business in Illinois, in a dollar amount of not less than five percent (5%) of the sum of the computed total amount of the bid or five hundred dollars (\$500), whichever is greater.

FREIGHT

Freight is all inclusive unless otherwise stated.

FUEL SURCHARGE

The County of McHenry does NOT accept any fuel surcharges.

***** NOTE THIS BID REQUIRES PREVAILING WAGES. PLEASE VISIT THE IDOL WEBSITE FOR INSTRUCTIONS. IT IS THE RESPONSIBILITY OF THE AWARDED VENDOR TO SUBMIT CERTIFIED PAYROLLS TO THE COUNTY *****

SPECIFICATIONS:

McHenry County is seeking targeted trench drain rehabilitation bids from a qualified targeted trench drain rehabilitation contractor.

Provide Targeted Truck Maintenance Area and Sign Shop Area Trench Drain Rehabilitation to McHenry County Division of Transportation, 16111 Nelson Road, Woodstock IL.

I. Summary of Work

- A. General.** Supply all labor, transportation, materials, apparatus and tools necessary for the entire proper completion of this Work; install, maintain and remove all equipment for the proper execution of this Contract; be responsible for the safe, proper and lawful performance of equipment, maintenance and use of the same; and perform in the best manner, and everything properly incidental thereto, as stated in the Contract Documents or reasonably implied therein.

- B. Definitions.** The words *install, provide, furnish, include, supply, apply, place*, or any combination thereof, are intended to be synonymous and to indicate that the material or work specifically mentioned is to be furnished and installed completely by this Contractor and incorporated into the Work, unless specified otherwise.

- C. Project Description.** The project includes a targeted rehabilitation of the existing trench drains and sediment basins associated with the Truck Mechanic Area and Sign Shop Area of the McHenry County Division of Transportation. The specific Work to be performed includes replacement of trench drain and sediment basin assemblies including demolition of existing trench drain/sediment basin along with sawcutting/removal of existing concrete slab as necessary, surface preparation, and installation of new trench drain/sediment basins including concrete patching/reinforcement as described in this specification and attached Sketches One through Five of Five including all components necessary for a complete and finished trench drain rehabilitation project.

- D. Existing Building Construction.** The McHenry County Division of Transportation is a one-story building that includes an office, truck storage area, and mechanics area. The building has a steel skeleton, cast-in-place concrete foundation, and cast-in-place concrete floors that vary in thickness depending on location.

- E. Description of Work.** The work includes, but is not limited to the following:

 - 1. Trench Drain, Sediment Basin, and Concrete Slab Removal.** At the locations indicated, remove the existing trench drains, sediment basins, and surrounding concrete slab to the extent shown in these specifications and as necessary for completion of the work. Debris associated with the demolition will be removed from the site and disposed of in a workmanlike manner. It will be contractor's responsibility to remove the existing water and sediment material in the sediment basins from the site and dispose of it in a workmanlike manner.

2. **New High Density Polyethylene Trench Drains and Sediment Basins.** Install new high density polyethylene trench drains and sediment basins in accordance with the written installation instructions of the manufacturer and as described in these specifications. Provide a connection between the new sediment basin and the existing sanitary sewer in accordance with applicable plumbing and building code.
3. **Steel Reinforcement.** Epoxy anchor new steel reinforcing dowels in edge of existing concrete floor slab and install new concrete as necessary and to the extent shown in this specification.

Base Bid. The Base Bid for the project is as follows:

1. **Base Bid.** The Base Bid for the project includes all work described in the Bid Documents at the mechanics garage and sign shop. This includes all material, labor, staging, and equipment for proper completion of this work.

F. Construction Schedule. The Construction Schedule for the project is as follows:

1. **Pre-Construction Conference.** A pre-construction conference will be held prior to the start of work. In advance of this meeting, the contractor will provide a written Construction Schedule, staging and setup plan, and an emergency contact list. The project superintendent and project foreman will both be present at the pre-construction conference.
2. **Project Start Date.** The project site will be available to the contractor for the start of work within forty five (45) days of receiving a fully executed contract.
3. **Project Sequencing.** It will be necessary for the contractor to complete each section of trench drain independently so that either the mechanic bays or the sign shop bays are available for use by the Division of Transportation at all times. This includes a minimum seven (7) day concrete cure time prior to vehicle traffic.
4. **Substantial Completion.** Work is to be substantial complete no later than forty-five (45) days after the project start date. By substantially complete, it is intended all work included as a part of the project be completed except for minor punch list items.
5. **Full Completion.** All work is to be fully complete no later than seven (7) days after substantial completion. By fully complete, it is intended all work included as a part of this contract be completed, including punch list items, warranties, and all other project closeout documents.
6. **Prosecution of the Work.** The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time stipulated. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for completion of the Work described herein is a reasonable time for climatic range and usual industrial conditions prevailing in this locality. It is further understood and mutually agreed that the date of beginning, rate of progress, and the time for completion of the Work to be

done hereunder are essential conditions of this Contract. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

7. **Weather.** Do not start work during weather that may threaten the facility or the quality of the work. It will be the contractor's responsibility to keep the building in a watertight and secure state while the work is ongoing. If adverse weather conditions are the basis for requests for additional time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

G. Site Access and Availability. Site access and availability during the project are as follows:

1. **Site Availability.** Site will be available to Contractor upon receipt of the Owner's written notice to proceed unless otherwise indicated in these Documents. Care, custody, and control of the site work area, equipment area, and material storage area are vested in Contractor during the term of operations under the Contract.
2. **McHenry County Sheriff Department Worker Background Checks and Photo ID.** All contractors and employees that will be onsite at any time shall complete a background check and receive their photo IDs through the McHenry County Sheriff's Department prior to starting any work. It is the contractor's responsibility to coordinate all activities related to their employees and their subcontractor's background checks and photo IDs. All workers shall wear their photo IDs on the exterior of their clothing at all times while onsite.
3. **Available Regular Work Hours.** The site will be available for the execution of work between 7:00 AM and 3:30 PM Monday through Friday, excluding county holidays. Should the contractor need to perform work outside these regular work hours, a request can be submitted to the owner for their consideration. Work shall not be performed outside these regular work hours without the written permission of the owner.
4. **Construction Noise.** Not Applicable
5. **Site Examination.** Failure to examine the building and the site and to become familiar with the existing conditions shall not constitute cause for complaint or claim for extra payment. Accept Project site as it exists.
6. **Means of Ingress and Egress.** Means of ingress or egress to buildings shall not be blocked for any reason or hamper the normal operation of the building in any way unless permission is first obtained from the Owner. Fire protection and immediate access for firefighting equipment must be maintained at all times.

7. **Equipment and Material Storage.** Equipment and material storage areas are limited to those designated. Fencing of ground work area will be required to keep unauthorized personnel out of the area.

II. Pre-Approved Equals

- A. **Pre-Approved Equals.** A manufacturer/product may be proposed as a possible equal to that specified in the Bid Documents in the form of a question formally submitted to McHenry County Purchasing prior to the deadline for submitting Bid Questions. Approval of a product as an equal will be published as part of an addendum. No product substitutions will be allowed other than through this process.

III. Price and Payment Procedures

- A. **Prices.** The Contractor proposes to furnish all labor, materials, equipment, and services and to perform all work necessary for the completion of the Project, as drawn and specified, in strict accordance with the Contract Documents, for the prices outlined on the Bid Form. The Unit Prices listed on the Bid Form with add and deduct values, shall be the basis for both the determination of this bid and for adjusting the Contract sum for actual quantities of work performed. The total Base Bids shall include all overhead and profit. The Unit Prices shall remain constant through December 31, 2018.
- B. **Payment Procedures.** Applications for Payment shall be made as follows:
 1. **Schedule of Values.** Prior to pre-construction conference, submit to owner a schedule of values covering general conditions, labor, material, and equipment for each segment of work to serve as a basis for progress payments during construction.
 2. **Certificate for Progress Payments.** Provide owner with certificates for progress payments showing a tabulation for the completed work, labor completed, materials used, and materials in approved storage at the site.
 3. **Retainage.** The owner will retain, until final payment, ten (10) percent of the amount due the contractor on account of progress payments.
 4. **Applications for Payment.** Applications for Payment shall be made using AIA Document G702, 1992 Edition.

IV. Change Orders

- A. **General.** Changes in the project scope only be made through formal change order that increases, leaves unchanged, or decreases the contract amount or contract schedule. Any oral direction or field discussion shall not constitute a formal change to the scope of work.

B. Change Order Procedure. The procedure for changing the scope of work associated with the contract shall be as follows:

- 1. Written Owner Proposal Request.** The owner will prepare an Owner Proposal Request for the item(s) that may potentially modify the scope of work. This Proposal Request will include any specifications and/or sketches necessary for preparation of a proposal by the contractor.
- 2. Written Contractor Proposal.** The contractor will submit a Change Order Proposal within five (5) business days unless otherwise directed in the Owner Proposal Request. The Change Order Proposal shall be on contractor letterhead and shall include an itemized breakdown and include all general conditions, labor, material, and equipment to perform the proposed work. The proposal will also include any necessary change to the project schedule. The proposal shall remain open and available for acceptance, negotiation, or rejection for the duration of the contract.
- 3. Written Approval, Negotiation, or Rejection.** The owner will accept, negotiate, or reject the Written Contractor Proposal. Written acceptance of a change to the scope of work is required prior to proceeding with the change.
- 4. Formal Change Order.** The owner will develop a formal change order to the construction contract that will be forwarded to the contractor for signature. Applications for Payment shall not reflect change orders until a fully executed change order has been processed.

V. Project Meetings

- A. General.** Project meetings will be scheduled including a pre-construction conference, periodic progress meetings as scheduled by the owner, and additional meetings as necessary during the term of the contract.
- B. Pre-Construction Conference.** A pre-construction conference will be held prior to the start of work at a location established by the owner. In advance of this meeting, the contractor will provide a written construction schedule, staging and setup plan, and an emergency contact list. The contractor's project manager, project superintendent (and/or manpower scheduler), and project foreman will all be present at the pre-construction conference. Meeting minutes will be recorded and distributed by the owner.
- C. Progress Meetings.** Progress Meetings will be scheduled and held at a frequency and location determined by the owner. Items for discussion will include status of the work, project construction schedule, critical equipment deliveries, ongoing issues, change orders, applications for payment, and other items pertinent to the ongoing work. The contractor's project manager, project superintendent (and/or manpower scheduler), and project foreman will all be present at the progress meetings. Meeting minutes will be recorded and distributed by the owner.

VI. Construction Scheduling

- A. **General.** The contractor shall provide a written construction schedule using the Critical Path Method showing how different aspects of the project relate to each other and showing an overall duration and direction for each work activity.
- B. **Initial Construction Schedule.** Provide an initial written construction schedule in PDF format via email a minimum of five (5) days prior to the pre-construction conference.
- C. **Updated Construction Schedule.** Provide an undated written construction schedule in PDF format via email a minimum of two (2) days prior to all progress meetings and as requested by the owner. If the contractor does not provide an updated construction schedule as required, applications for payment will not be processed until such a time that the specified updated construction schedule has been provided.

VII. Submittals (POST BID AWARD)

- A. **General.** The contractor shall provide submittals as noted for each specified part of the project. Allow two weeks of review time by the owner to avoid delay of the work. Include with submittal preparation, field verifications of measurements, field construction criteria, verification of catalog numbers and similar data, and coordination of work requirements and Bid Documents.
- B. **Electronic Submittal.** Prepare and submit electronically to owner for review, all manufacturer's product data sheets showing items to be furnished, sizes, dimensions, performance characteristics, capacities, weights and arrangements. Each submittal to include a transmittal on contractor letterhead.
- C. **Owner Review.** The owner will review the submittals in a timely manner. The owner will take one of the following action on submittals:
 - 1. **Reviewed.** Contractor shall proceed with ordering and/or fabrication.
 - 2. **Reviewed with Comments.** Contractor shall proceed with ordering and/or fabrication after taking into account noted comments.
 - 3. **Rejected.** Contractor shall provide a submittal that meets the intent of the specifications.
 - 4. **Revise and Resubmit.** Contractor shall modify submittal to address comments and resubmit.
- D. **Product Data and Specification Sheets.** Product data and specification sheets shall be provided for all specified items in PDF electronic format.

- E. Shop Drawings.** Shop drawings shall be provided for specified items in PDF electronic format. Each shop drawing shall show the product, its relationship to the surrounding components (Existing and new), with appropriate dimensions, with leaders and descriptions/designations of the component, and to scale. A title block shall designate the date, manufacturer, product line, contractor, and project. Provide owner with available CAD files for all shop drawings.
- F. Samples.** Submit a total of two (2) samples for each designated item to owner's office, securely packaged, with the name of the project clearly indicated on the package exterior. Each physical sample shall have label or tag with the project name, name of supplier, and product information including manufacturer's designation, finish, type, class, grade, etc. as appropriate.

VIII. Cutting and Patching

- A. General.** Execute cutting, fitting, and patching of work required to make several parts fit properly, uncover work to provide for installation of ill-timed work, remove/replace defective work, remove/replace work not conforming to requirements of bid documents, install specified work in existing construction, and provide finished surfaces (to match adjacent existing surfaces) to fill voids caused by removal or replacement of materials. Pay for costs caused by ill-timed or defective work, or work not conforming to bid documents. Methods of cutting, fitting, and patching shall be subject to the acceptance/approval of the owner.

IX. Final Cleaning

- A. General.** Clean new and affected existing surfaces using experienced workers. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from interior and exterior surfaces. All new and existing window surfaces within the working area will be professionally cleaned on both inside and outside surfaces. Repair, patch, and touchup marred surfaces to match adjacent finishes. Use only cleaning materials recommended by manufacturer of surface to be cleaned. Broom clean paved surfaces and rake clean other surfaces of grounds. The contractor shall clean the entire masonry façade in the areas where work has been performed.
- B. Landscaping and Hardscaping Restoration.** Restoration of landscaping and hardscaping damaged by the execution of the work will be provided by the contractor. A written plan for restoration will be provided to the owner for acceptance.

X. Project Closeout

- A. General.** Comply with requirements stated in applicable parts of the contract and/or purchase order for procedures in closing out the work.

- B. Substantial Completion.** When the work is considered substantially complete, the contractor will notify the owner via email. Substantial completion is defined as the representation of the contractor that all specified work is complete with the exception of punch list items and closeout documents. Once the owner has been notified of substantial completion, the owner will prepare a written punch list of items that will need to be addressed in order for the work to be in compliance with the specifications.
- C. Operating, Maintenance and Warranty Data.** The contractor shall provide paper copies of any specified operating manuals, maintenance instructions, contractor warranties, and manufacturer's warranties.
- D. Project Record Documents.** The contractor shall provide project record drawings that indicate as-built conditions in an electronic PDF format. Provide owner with available CAD files for all as-built drawings.
- E. Final Completion.** Once the owner has confirmed with the contractor via email that the punch list items have all been addressed in an acceptable manner, the project warranties and operation manuals have been received, the project will be considered finally complete.

XI. Technical Specifications

- A. General.** The project includes the removal of existing concrete slab, trench drains, and sediment basins at targeted locations followed by the installation of new trench drains, sediment basins, plumbing connections, steel reinforcing, and concrete slab. All work shall be completed in a workmanlike manner for a complete and comprehensive rehabilitation project. The contractor shall include all means and methods following the guidelines and requirements of this specification.
- B. Contractor Warranty.** The contractor shall provide a written two-year labor and material warranty on all work being performed as a part of the project.
- C. Demolition.** Perform demolition of existing components as indicated in these specifications and as necessary for proper execution of the work. Coordinate demolition activities with the owner's use of the building. Maintain safe passage around the construction area and at building exits.
 - 1. Protection.** Provide, erect, and maintain barricades or guardrails as required to protect occupants of the buildings, workers, and pedestrians.
 - 2. Sequencing and Scheduling.** The Work shall be performed in a planned sequence that is coordinated with the progress of the various stages of the Work and with the completion of the protection work on specified items and building components, unless otherwise agreed upon at the pre-construction meeting.

3. **Materials.** Except where noted otherwise, maintain possession of the materials being demolished. Immediately remove from the site and legally dispose of off-site.
4. **Preparation.** Locate exterior barricades and guardrails as necessary and post clearly visible warning signs. Schedule demolition work to cause as little inconvenience to the use of the building as possible.
5. **Demolition.** Before proceeding with the demolition, verify that all work required to precede the demolition has been accomplished. Demolition to be performed in a manner so as not to overload or damage portions of the existing building to remain. Demolish in an orderly and careful manner as required to accommodate the new work. Repair all demolition in excess of that required at no cost to the Owner. Coordinate work to keep the building protected from weather at all times. If a pneumatic hammer is used during demolition, it shall be of appropriate size to prevent causing damage to existing portions of the building to remain. Use a wet sawing method of cutting the existing concrete slab. For dry cutting methods, apply a fine spray of water and provide area dust control as necessary to prevent airborne dust during demolition work.

D. High Density Polyethylene Trench Drain and Sediment Basin

1. **Trench Drain and Sediment Basin.** Provide a complete trench drain and sediment basin having all components provided from a single primary manufacturer in accordance with these specifications.
 - a. **Surface Preparation.** Properly prepare all substrates for the installation of the specified trench drain and sediment basin in accordance with the written installation instructions of the trench drain manufacturer.
 - b. **Material.** Provide a complete trench drain and sediment basin system in accordance with these specifications using the following materials:

Trench Drain Body. Zurn Z882 12 Inch Wide Reveal Trench Drain System having a Heavy Duty Steel Frame with Powder Coated Finish, Anchor Studs, and High Density Polyethylene Body with 1.04% integral slope including all necessary accessories, or pre-approved equal.

Sediment Basin. Zurn Z887-24-HD 23-1/4 Wide Reveal X 24-5/8 Long Catch Basin having a Heavy Duty Frame with Powder Coated Finish and High Density Polyethylene Body including EXT Body Extension and all other necessary accessories, or pre-approved equal.

Ductile Iron Grate Assembly. Zurn DGF Ductile Iron Slotted Grate – Class F, or pre-approved equal.

Steel Reinforcing. Provide all necessary steel reinforcing accessories used to secure trench drain and sediment basin in place. Use size and type of reinforcing recommended by the trench drain manufacturer.

Plumbing Connection Accessories. Provide all plumbing accessories necessary to connect the new sediment basin to the existing sanitary piping in accordance with applicable plumbing and building code.

- c. **Execution.** Perform installation of trench drain and sediment basin as follows:

Surface Preparation. Perform surface preparation as specified.

Trench Drain. Install trench drain in accordance with these specifications and the written installation instructions of the manufacturer.

Sediment Basin. Install sediment basin in accordance with these specifications and the written installation instructions of the manufacturer.

Plumbing Connection. Provide proper connection of the new sediment basin to the existing sanitary piping in accordance with applicable plumbing and building code.

2. **Cast-in-Place Concrete Floor Slab.** Provide a complete cast-in-place concrete slab assembly in accordance with the specifications.

- a. **Aggregate Base and Surface Preparation.** Properly prepare the existing receiving substrates in accordance with the written instructions from the material manufacturer of the product being applied and as described in this specification. Remove/redistribute existing base course, providing new additional CA-6, 95% standard proctor maximum dry density aggregate base course as necessary to maintain minimum depths. Remove existing soil as necessary to meet minimum base course depth requirement. Finished base course elevation shall be set to provide substrate for concrete material in the specified thicknesses and in an appropriate plane with adjacent materials that are to remain.

- b. **Material.** Provide a complete cast-in-place concrete slab assembly in accordance with these specifications utilizing the following materials:

Reinforcing Steel. ASTM A615, 60 ksi yield grade billet steel deformed bars; epoxy finish.

Epoxy Anchor Adhesive. Simpson Strong-Tie Adhesive Anchoring System, or pre-approved equal.

Cast-in Place Concrete Slab Repair. Provide new cast-in-place concrete slab to match existing. Configuration of concrete slab repair including placement of shall match existing elevations as slope, troweled finish. Concrete shall be 3,500 psi with 5-8% air entrainment and maximum $\frac{3}{4}$ " aggregate size, six bag mix. Epoxy anchor No. 5 epoxy coated rebar with minimum 6" embedment epoxy anchored into the adjacent existing concrete section as described in this specification.

- c. **Execution.** Perform application of cast-in-place concrete slab repair as follows:

Surface Preparation. Thoroughly clean and properly prepare existing surfaces prior to application of new materials.

Reinforcing Steel and Epoxy Anchor Adhesive. Install reinforcing steel in accordance with the requirements of this specifications. Epoxy grout reinforcing steel into existing concrete slab in accordance with these specifications and the written installation instructions of the manufacturer.

Cast-in-Place Concrete Slab Repair. Install concrete slab repair in accordance with these specifications. Within the window necessary to prevent uncontrolled cracking, saw cut control joints in the new concrete slab at locations that are a continuity to the control joints in the adjacent existing concrete slab. Allow seven (7) days curing before vehicular traffic is allowed on the concrete slab repair. Do not install concrete in cold weather conditions.

NOTE: THIS IS A PREVAILING WAGE BID

****BID BOND REQUIRED**

***PLEASE REFER TO THE DRAWINGS ON THE FOLLOWING PAGES**

THIS PAGE IS MANDATORY

BID FORM

BASE BID LUMP SUM: \$ _____

Days to Complete after receipt of purchase order: _____

THIS PAGE IS MANDATORY

EXCEPTIONS TO THE BID:

List any exceptions to the BID Specifications:

THIS PAGE IS MANDATORY

THIS PAGE IS MANDATORY

REFERENCES

List three (3) references that you have done similar work, service or supplied similar products to within the last twelve (12) months (Only correct contact names and phone numbers will be acceptable).

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

THIS PAGE IS MANDATORY.

**RUBBER STAMPED, FAXED, COPIED, OR TYPED SIGNATURE
WILL DISQUALIFY YOUR BID MUST BE AN ORIGINAL
SIGNATURE**

CERTIFICATIONS

Vendor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended. _____ Yes _____ No

Vendor certifies that it is aware that all contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) _____ Yes
No

Under penalties of perjury, I certify that _____ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Government Entity |
| <input type="checkbox"/> *Partnership | <input type="checkbox"/> Tax Exempt Organization
(IRC 501(a) only) |
| <input type="checkbox"/> **Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Not-for-Profit Corporation | |
| <input type="checkbox"/> Medical and Health Care
Services Provider Corporation | |

*State full names, titles and addresses of all responsible principles and/or partners below;

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

If needed please submit any additional sheets.

THIS PAGE IS MANDATORY.

SIGNATURE PAGE

**RUBBER STAMPED, FAXED, COPIED, OR TYPED
SIGNATURE WILL DISQUALIFY YOUR BID MUST BE
AN ORIGINAL SIGNATURE**

PROPOSER'S CERTIFICATION

I have carefully examined the Bid, Scope of Work, Specifications, and any other documents accompanying or made a part of this Bid.

I hereby propose to furnish the goods or services specified in the Bid. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid on behalf of the firm as its act and deed, and that the firm is ready, willing, and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service. No officer, employee or agent of the County of McHenry or any other proposer is interested in said proposal and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

**State of Incorporation _____

(Individual - Partnership - Company - Corporation)

(Business Address)

(City, State and Zip Code)

(By Printed Name and Signature) (Title)

(Witness Signature) (Title)

(Telephone No) (Fax No.)

(Date)

End of Document