



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 26, 2019 no later than 2:00 P.M. (CST)

For:

Bid #19-34

Non-dedicated Subdivision Roads 2019-2020 Snow & Ice Control

Contact Person:

Djuana Leonard, C.P.M., Procurement Specialist

Phone: (815) 334-4605

Email: dmleonard@mchenrycountyil.gov

Mailing Address

Purchasing Department

2200 N Seminary Avenue

Woodstock IL 60098

Drop Off Address:

Purchasing Department, Room 200

667 Ware Road

Woodstock IL 60098

PLEASE PRINT

Company: _____ Date: _____

Contact Person: _____

Address: _____ City: _____

State: _____ Zip Code: _____

Email Address: _____

Telephone Number: _____

FEIN or SSN: _____

The attention of bidders is directed to the McHenry County Purchasing Ordinance, amended August 1, 2019. 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 Purchasing office.

Any communication regarding this bid between the date of issue and date of award is required to go through the Procurement Specialist listed above (or the Purchasing Administrative Specialist). **Unauthorized contact with other McHenry County staff or officers is strictly forbidden.**

SCOPE OF WORK

The County of McHenry seeks qualified firms to provide Non-dedicated Subdivision Roads 2019-2020 Snow & Ice Control Services. Subject to continuing need and availability of funds. All requirements are according to specifications enclosed herein.

SCHEDULE OF EVENTS

| | |
|-----------------|---|
| August 15, 2019 | Bid Available on County Website |
| August 20, 2019 | Vendors Questions Submitted via email to dmleonard@mchenrycountyil.gov by 12:00 P.M.(CST) |
| August 21, 2019 | Vendors Questions Answered via Addendum; emailed and posted on County Website by 4:00 P.M.(CST) |
| August 26, 2019 | Bid Due in Purchasing no later than 2:00 P.M.(CST) (No electronic bids accepted) |

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 under Public Works Contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. Prevailing Wage Rates are available at the Illinois Department of Labor website: <https://www2.illinois.gov/idol/Pages/default.aspx>.

It shall also be mandatory upon the Contractor to whom the Contract is awarded to insert into each subcontract and into the project Specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. It shall also be mandatory upon

each subcontractor to cause to be inserted into each lower tiered subcontract and into the project Specifications for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. A Contractor or subcontractor who fails to comply is in violation of the Act.

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.

OSHA REQUIREMENTS

The Occupational Safety and Health Act of 1970 (OSHA) "guarantees workers the right to a safe and healthful workplace". Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees."

There are times when the County must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the County of McHenry must perform their duties in a manner that is complaint with all state and federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state and federal health and safety laws and regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

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 email 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 emailed to bidder if a Notice of Intent to Bid has been completed and submitted 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 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

- (f) 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 by mail or in person (One Original, no electronic submission).

Bids are due no later than 2:00 P.M. (CST) on August 26, 2019.

Sealed Bid envelopes are to be clearly marked with the Bid Number, title, time & date of opening.

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 actual or prospective bidder or Contractor who is aggrieved in connection with the solicitation or award of a Contract may protest to the Director of Purchasing. Any protest must be submitted in writing within ten (10) calendar days from the issuance of the solicitation, addendum, and notice of award or other decision by the Purchasing Department.

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.

EXPECTATION FOR EQUIPMENT/HARDWARE

It is the County's expectation equipment and/or hardware installed as part of this bid will be in new, un-used condition unless otherwise noted in bid submission.

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 must 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 must be the same.
- Such Payment and Performance Bonds must 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 must 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.

SPECIFICATIONS

The County is seeking to contract with a qualified firm to provide Non-dedicated Subdivision Roads 2019-2020 Snow & Ice Control services.

Description and Location of Work

This work consists of providing all labor, equipment and materials necessary for snow and ice control, during the contract period, on approximately 3.48 center line miles of "Non-dedicated Subdivision Roads" (NSR) located in Nunda Township. These roads may be gravel, oil and pea gravel, or asphalt or a combination.

The work shall commence when the snow or ice event begins and end when the snow and or ice event ends. Roadways shall be cleared during the event as needed to allow for safe vehicular and pedestrian traffic to occur. The roads shall be cleared and de-icing materials applied, as needed, to leave surfaces in the best possible condition. This includes the formation of black ice and refreeze.

Project Section Number

The section number for this project is 19-00000-11-GM.

Contract Period

This contract period begins at 12:00 AM, November 15, 2019 and ends at 11:59 PM, April 15, 2020.

Qualifications

1. Contractor shall have a verifiable history providing quality snow and ice control services including large accounts and provide upon contract award.
2. Contractor shall be self-performing; no subcontractors will be allowed in the performance of this contract.
3. A bid bond and performance bond are required for this contract.

Prevailing Wage

This is not a prevailing wage contract.

Scope of Work

1. Activate crews upon McHenry County Division of Transportation direction and commence snow and ice control operations when snow accumulation on the pavement have reached a depth of one inch (1") and/or prior to an anticipated formation of black ice, prior to and during freezing rain events. Operations will continue until roads are cleared of snow and ice to the outside shoulder. During severe storms or drifting, plows will be operated so as to maintain two-way traffic whenever possible. Immediately after the extreme conditions have subsided, snow will be removed to the outside shoulder of the roadway.
2. Contractor shall provide and maintain a current list of equipment designated for use on this contract.
3. Contractor shall maintain designed vehicles in a state of good repair and report readiness.
4. Contractor shall provide all de-icing materials.
5. Contractor shall provide the 24 hour contact information for at least one (1) primary contact person and one (1) backup contact person for the duration of the contract.
6. Contractor's supervisory personnel shall have means to communicate with all assigned personnel, so that instructions, directions and messages of urgency can reach assigned personnel in their vehicle.
7. Contractor shall pay particular attention to the de-icing of hills, curves and intersections.
8. Contractor shall give precedence to performing work on this contract before proceeding to private contracts.
9. The County may establish priorities by group, to be followed by the contractor.
10. Contractor shall apply salt at a minimum rate of 150 lb. /CL mile.
11. Contractor shall not pile snow, within lines of sight, at stop signs, near intersecting roadways, at driveways or within crosswalk areas.
12. Contractor and its employees shall operate their equipment in a safe, courteous and efficient manner.
13. When called out by the County, the Contractor should be at site or sites requested within the hour.

Quality Control and Reporting

1. Contractor shall monitor weather conditions and respond accordingly to conditions.
2. Contractor shall call, text, and/or email a message at the beginning a snow and ice control event.
3. Contractor shall have a supervisor check each group and/or roadway during and after each event to monitor progress and check for completeness.
4. Contractor shall send by email, a report detailing each event, when crews arrived at each site and when they were complete. This report shall be sent no later than 48 hours after an event has ended.
5. If the Contractor is unable to meet our agreed upon level of service the County will back charge for services used either internal or external resources using the same schedule of values as provided if internal resources are used. If external resources are used, amount billed back will be the invoice total plus an administrative surcharge of 15%.
6. Contractor to meet with Maintenance Superintendent in late October to stake sites for snow stockpiles and to review site for existing damage to turf, concrete, signs and other site items. Items not agreed upon prior to snow season may be called out during the spring review as damage that the contractor is expected to repair or replace.
7. Contractor to meet with Maintenance Superintendent in late April to review sites for possible damage.
8. Damage by the Contractor's snow equipment to the County's property will be repaired by the Contractor. If the Contractor is unable or unwilling to make such repairs, the County will do so, and deduct from the payment owed to the Contractor.
9. Contractor shall be responsible for the cost of repair and/or replacement of damaged guardrails, guardrail posts, signs, sign posts or mailboxes caused by the contractor's crews or equipment, which are damaged by reason of snow and ice control operations, when the County determines that such damage could have been avoided.

Method of Measurement

Snow and Ice Control required under this contract will be measured for payment on a lump sum basis. The lump sum price shall be based on fifty (50) winter events.

A snow and ice control "Winter Event" consists of responding for, a morning rush generally between the hours of 3 AM and 7 AM, or an evening rush generally between the hours of 3 PM and 7 PM, for all days of the week including Saturday, Sundays and holidays. All "Winter Events" shall be determined by McHenry County Division of Transportation supervisory personnel. In the example above, this would be considered two events if responding to both of these in a single day.

Adjustment to the contract lump sum price will be calculated, per each "Winter Event" in excess of fifty (50), at 1/50th of the awarded contract lump sum price for Snow and Ice Control.

Basis of Payment

Snow and Ice Control will be paid for at the contract lump sum price Snow and Ice Control, which price shall include all labor, equipment and materials necessary to complete the work, for all selected groups, for the entire contract period. The contractor shall provide a monthly invoice, in an amount of equal to 1/6 of the contract amount with any remainder paid on last invoice. Invoices to be provided no earlier than the 15th day of December, January, February, March, April and May for the preceding month.

Payment for the adjustment to the lump sum price for Snow and Ice Control; this work will be paid at the calculated unit price per each winter event in excess of fifty (50), which price includes all labor, equipment and materials to complete the work, for all selected groups. Payment for this work shall be included on the May invoice.

****** THE FOLLOWING ITEMS WILL BE REQUIRED PRIOR TO AWARD OF BID:**

1. A list with the type of equipment we will have at each work site within the hour as stated in the specifications
2. References
3. Copy of snow report to be used for recording snow information requested by the County
4. Performance Bond

****SPECIAL NOTES:**

Refer to the attached Group Detail, Maps/Drawings for additional information.

**Nondedicated Subdivision Roads
2019 – 2020 Snow & Ice Control
Scope of Services**

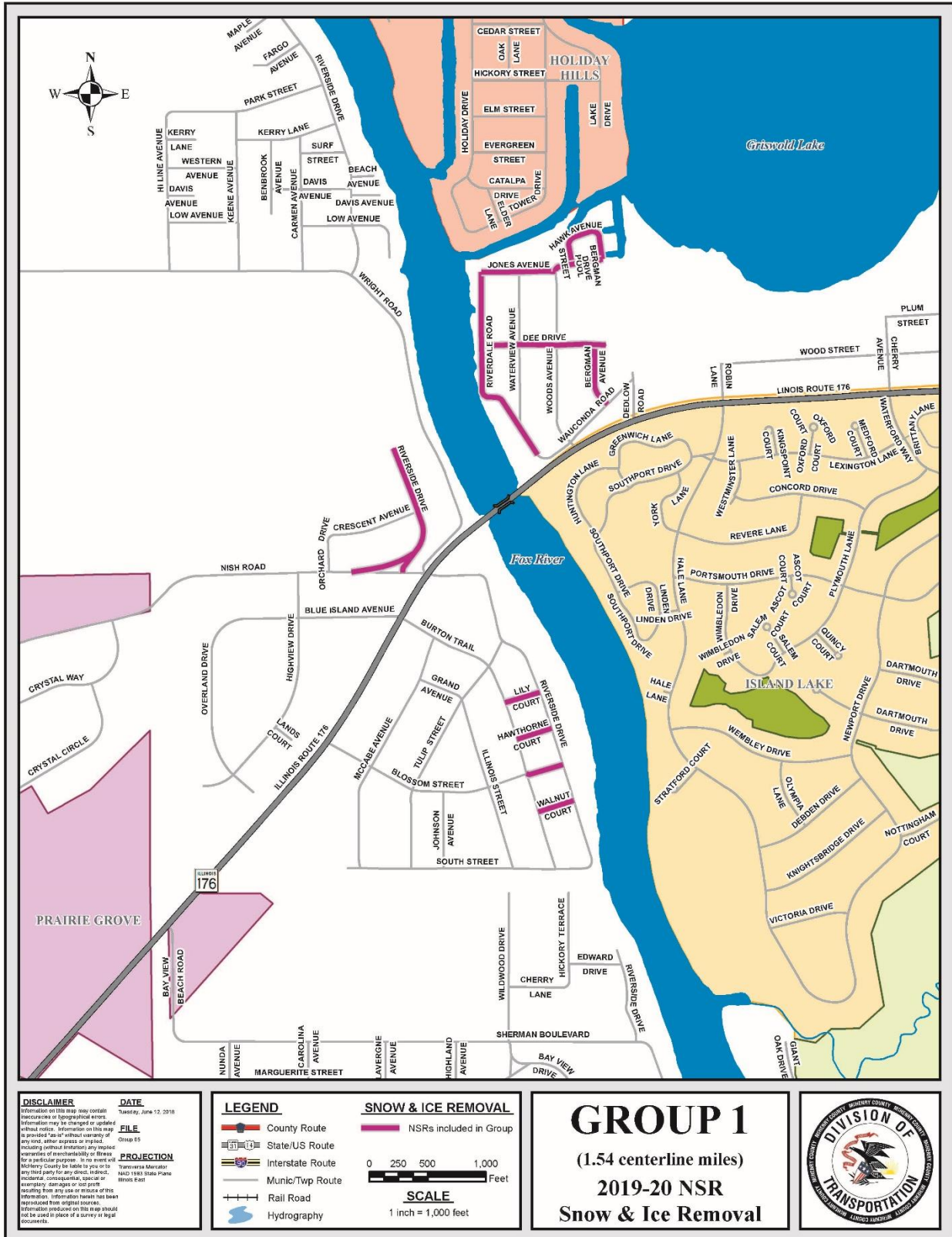
Bid Group Detail

| Township | Subdivision | Road Name | From | To | Length (CL-Mile) |
|------------------------------|-----------------------------|------------------------|------------------------|------------------------|------------------|
| Nunda | Burtions Bridge Beach | Riverside Drive (N) | Nish Road | Dead End | 0.33 |
| Nunda | Burtions Bridge Beach | Lilly Court | Burton Trail | Riverside Drive (S) | 0.06 |
| Nunda | Burtions Bridge Beach | Maple Rd/Hawthorne Ct. | Burton Trail | Riverside Drive (S) | 0.06 |
| Nunda | Burtions Bridge Beach | Blossom Street | Burton Trail | Riverside Drive (S) | 0.06 |
| Nunda | Burtions Bridge Beach | Walnut Court | Burton Trail | Riverside Drive (S) | 0.06 |
| Nunda | Riverdale | Riverdale Road | Wauconda Road | Jones Avenue | 0.34 |
| Nunda | Riverdale | Dee Drive | Riverdale Road | Bergman Drive (N) | 0.20 |
| Nunda | Riverdale | Jones Avenue | Riverdale Road | Woods Avenue | 0.12 |
| Nunda | Riverdale | Bergman Avenue (S) | Wauconda Road | Dee Drive | 0.10 |
| Nunda | Griswold Lake Lagoon | Jones Street | Woods Avenue | Bergman Drive (N) | 0.08 |
| Nunda | Griswold Lake Lagoon | Pool Street | Jones Street | Bergman Drive (N) | 0.08 |
| Nunda | Griswold Lake Lagoon | Bergman Drive (N) | Jones Street | Pool Street | 0.05 |
| Total Miles, Group 1: | | | | | 1.54 |
| Nunda | Colby Point / Stilling Lane | Colby Drive (N) | 2118 Colby Drive | Stilling Lane | 0.07 |
| Nunda | Colby Point / Stilling Lane | Stilling Lane | Colby Point Road | Colby Drive (N) | 0.32 |
| Nunda | Fernwood | Fernwood Lane | South of Fernview Lane | Fernview Lane | 0.12 |
| Nunda | Fernwood | Fernwood Lane | Fernview Lane | North of Fernview Lane | 0.13 |
| Nunda | Fernwood | Fernview Lane | Fernwood Lane | West of River Rd | 0.64 |
| Total Miles, Group 2: | | | | | 1.28 |
| Nunda | Jacoby's | Wildwood Drive | Dead End (South) | Porten Road | 0.40 |
| Nunda | Jacoby's | Little Drive | Area Street | Dead End (North) | 0.20 |
| Nunda | Jacoby's | Area Street | Wildwood Drive | Little Drive | 0.06 |
| Total Miles, Group 3: | | | | | 0.66 |

Total Miles, Bid Groups 1 – 3: 3.48

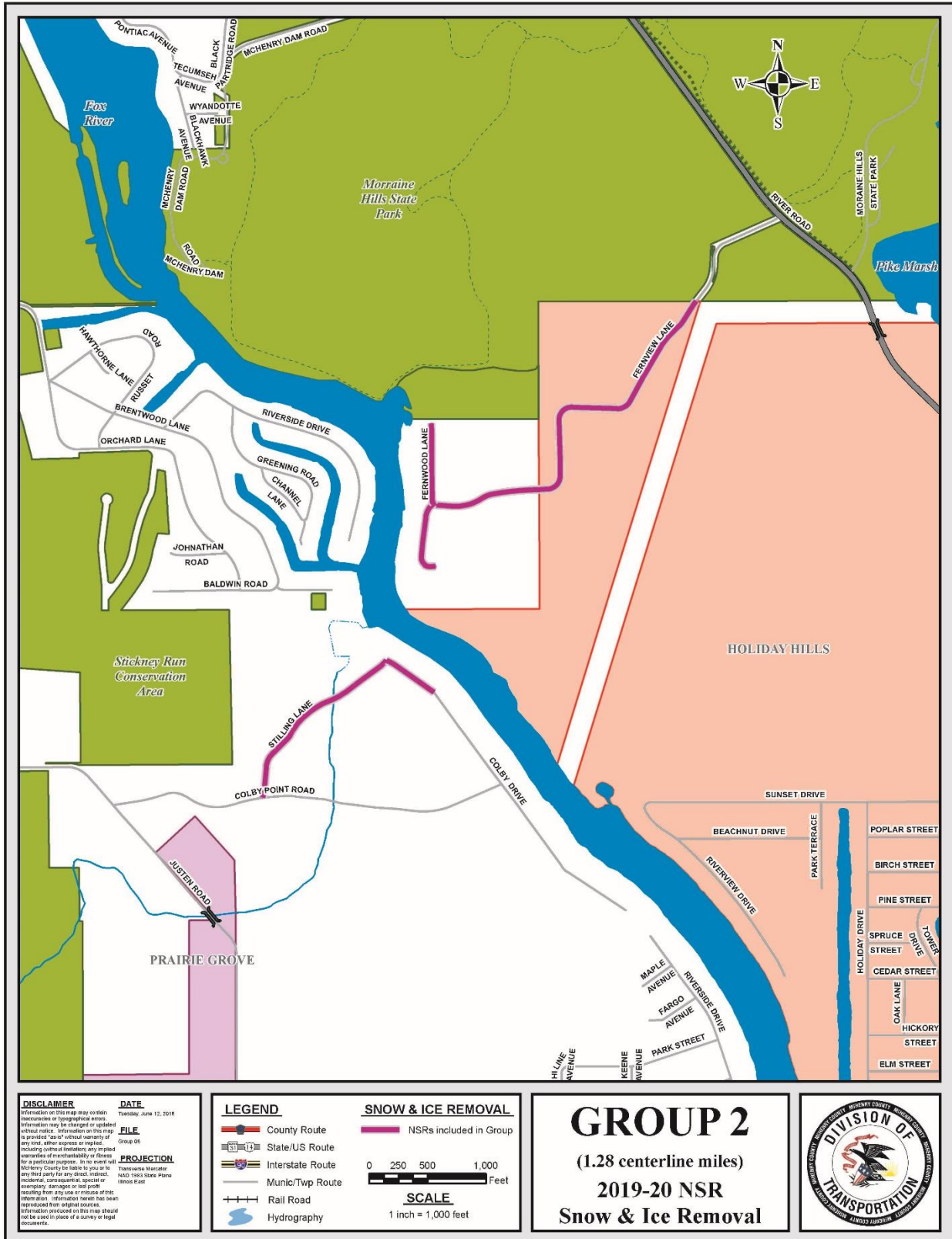
Nondedicated Subdivision Roads 2019 – 2020 Snow & Ice Control Scope of Services

Group Maps: - Group 1



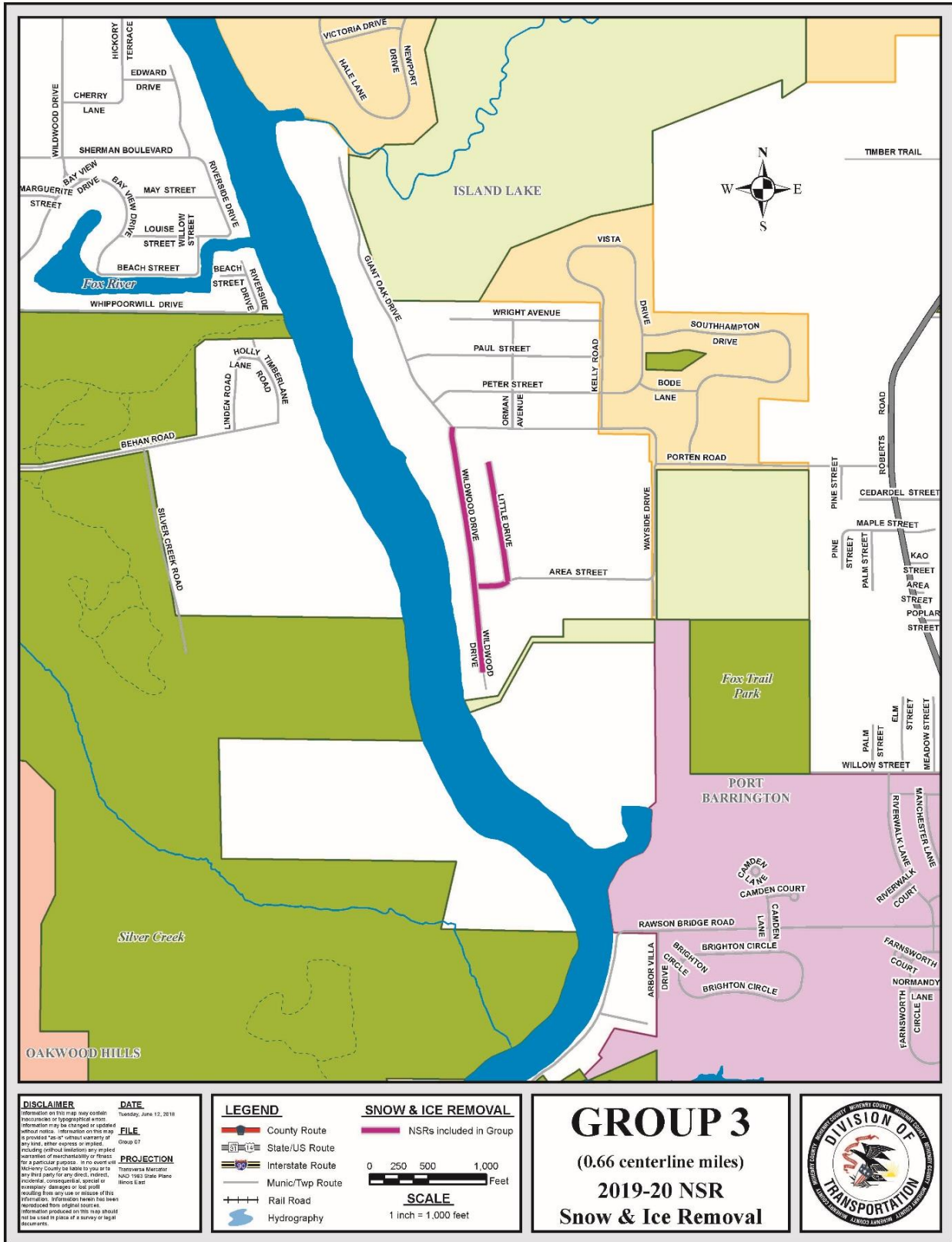
Nondedicated Subdivision Roads 2019 – 2020 Snow & Ice Control Scope of Services

Group Maps: - Group 2



Nondedicated Subdivision Roads 2019 – 2020 Snow & Ice Control Scope of Services

Group Maps: - Group 3



THIS PAGE IS MANDATORY
Bid Page

| | Bid Lump Sum Amounts |
|---------|-----------------------------|
| Group 1 | \$ |
| Group 2 | \$ |
| Group 3 | \$ |

TOTAL Lump Sum Bid Price, Groups 1-3, for Snow & Ice Control \$ _____

Exceptions to this Bid: _____

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: _____

Email Address: _____

Entity: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____

Entity: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Email Address: _____

THIS PAGE IS MANDATORY
Certifications & SIGNATURE PAGE

- 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 my correct Federal Taxpayer Identification Number is: _____
- I am doing business as a (please check one):
 Sole Proprietorship Partnership Corporation (State of Incorporation: _____) Other _____

- State full names, titles and addresses of all responsible principles and/or partners below:

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

- 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.

Individual/Company/Corporation: _____

Business Address: _____

City, State and Zip Code: _____

Printed Name: _____ Title: _____

Original Signature: _____

Witness Signature: _____ Title: _____

Telephone Number: _____ Email: _____

Date: _____

End of Document