

**BID PROPOSAL
PLANS AND SPECIFICATIONS**

FOR

**CONSTRUCTION MAINTENANCE GARAGE
AT HOOVER FOREST PRESERVE
11285 FOX ROAD
YORKVILLE IL 60560**

BID OPENING: February 24, 2012 AT 3:00 P.M.

**KENDALL COUNTY FOREST PRESERVE DISTRICT
110 WEST MADISON STREET
YORKVILLE IL 60560**



INSTRUCTION TO BIDDERS

1. Plans and specifications may be obtained at the offices of the Kendall County Forest Preserve District between 8:00 a.m. and 4:30 p.m., Monday through Friday. The District offices are:

Kendall County Forest Preserve District
110 West Madison Street
Yorkville IL 60560

2. Bidders shall submit the proposal form provided which shall be filled out completely and delivered in a sealed envelope to the District offices at the address above. The outside of the envelope shall have the notation "Sealed Bid" along with the following information:
 - a. Hoover Forest Preserve – Maintenance Garage
 - b. Bidder's company name
 - c. Date & time of bid opening – February 24, 2012 at 3:00 p.m.

Bids must be received before February 24, 2011 at 3:00 p.m. at which time they will be opened and read publicly.

3. The District will accept or reject bids within thirty (30) days after analysis of the proposals, and reserves the right to accept or reject any or all bids, to combine or separate any section of work, or to add or delete items in the bid if it is in the best interest of the District.
4. No bid shall be withdrawn for a period of 60 days after opening of the bids without the consent of the District.
5. The successful bidder will be notified on March 6, 2012.
Work shall commence no later than March 20, 2012.
Work shall be substantially complete by June 22, 2012.
6. The contractor bidding on the project shall be substantially engaged in work of the nature described in the plans and specifications, and must be able to demonstrate that adequate persons, equipment, and materials are available to perform the work. The contractor shall submit with the bid proposal no less than three (3) references for which the contractor has completed similar work.
7. The bidder shall examine the plans and specifications, visit the site, and inform themselves as to the project before submitting a bid. The failure of any bidder to do so shall in no way relieve the bidder from any obligation with respect to his bid.
8. A bid surety in the amount of five percent (5%) of the total amount bid shall accompany each sealed bid. The surety can be in the form of a bid bond or certified check made payable to the 'Kendall County Forest Preserve District.' The bid surety of all bidders, except the successful contractor, shall be returned within ten (10) days of the District's decision to accept or reject bids. The successful contractor's bid surety will be returned upon receipt of an acceptable Performance Bond, Payment Bond, and Certificate of Insurance.
9. Within ten (10) days of the award of contract, the successful contractor shall furnish a Performance Bond and a Labor & Materials Payment Bond, each equal to one hundred percent (100%) of the contract price. The failure of the contractor to enter into the contract and furnish the required bonds

within ten (10) days of award of contract, or within such extended period as the District may grant, shall constitute default, and the District may either award the contract to the next responsible bidder or re-advertise for bids. A charge against the defaulting bidder may be made for the difference between the amount bid and the amount for which a subsequent contract is executed.

10. Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to the Kendall County Forest Preserve District at the address set forth below. Before starting work hereunder, Contractor shall deposit with the Kendall County Forest Preserve District certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000 for each occurrence, with a minimum \$1,000,000 aggregate. The Kendall County Forest Preserve District shall be named as Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County. Also, the Kendall County Forest Preserve District shall be designated as the certificate holder.

GENERAL CONDITIONS

1. The contractor may work on the project site Monday through Friday between the hours of 7:00 am and 8:00 pm Central Daylight Time unless local restrictions set specific work hours. No work shall be conducted on weekends unless approved by the District's field representative. The contractor and/or designees by way of employee, representative, sub-contractor and/or assigned designee are reminded that while on the project site, all persons are subject to compliance with all applicable and enforceable rules of the Kendall County Forest Preserve District, including its General Use Regulation Ordinance, as well as all federal, state and local regulations.
2. Liquidated damages in the amount of \$250.00 per day will be assessed by the District against the contractor for failure to complete the work within the specified time. Rain days will be awarded for delays due to inclement weather.
3. Payment requests can be made on the 1st and 15th day of the month. Payments will follow Kendall County's normal billing cycle. A Waiver of Lien will be submitted with each payment request. Waivers will be supplied from all subcontractors involved in the contract work. Final payment shall not become due until the Contractor delivers a complete release of all liens arising from the contract.
4. Minor changes that are understood by both parties to not alter the contract price may be made in the field. Changes that adjust the contract price require a 'Change Order' to be submitted by the Contractor and approved by the District in writing **before** any such work commences.
5. Contractor shall provide a list of subcontractors and suppliers to Owner for approval prior to commencing the work. When any subcontractor or supplier fails to perform the work in accordance with the Contract, Contractor shall terminate such subcontractor or supplier upon written notice by Owner. Contractor shall have no claim for damages, compensation in excess of Contract price or

an extension of Contract time as a result of any such termination. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof without the written consent of the District. All transactions with the District shall be with the Contractor. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the District. Subcontractors shall be subject to the same requirements as the Contractor as specified in the contract.

6. The Contractor shall protect, indemnify, hold and save harmless and defend the District, its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions, and expenses incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including employees or officers or independent contractors or subcontractors of the contractor or District from the performance of the contractor or subcontractor, whether such loss, damage, injury or liability is contributed to by the negligence of the District or by the premises themselves or any equipment thereon whether latent or patent, or from causes whatsoever.
7. Prevailing Wage Act. This Agreement calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.html>. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties. Vendor certifies that Vendor is not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).
8. Non-Discrimination. Contractor, its officers, employees, agents, consultants, contractors, and subcontractors agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
9. Employment of Illinois Workers on Public Works Act. If at the time the Agreement for this Project is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as “the Act”), the Bidder/Contractor agrees to employ Illinois laborers on this Project in accordance with the Act. Bidder/Contractor understands that the Act defines (a) “period of excessive unemployment” as “as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures”, and (b) "Illinois laborer" as “any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.” See 30 ILCS 570/1. Bidder/Contractor understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.

Upon two (2) business days notice, the contractor and each subcontractor shall make available for inspection the records identified above to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents.

10. Contractor, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
11. Contractor hereby acknowledges and agrees that Contractor is an independent contractor and not an agent or employee of District. Contractor understands and agrees that Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor's officers, employees and agents in the performance of services as set forth in the Agreement. Contractor further understands and agrees that Contractor is solely responsible for making all required payroll deductions and other wage withholdings pursuant to state and federal law for Contractor's officers, employees and/or agents who perform services as set forth in the Agreement. Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents. Contractor hereby waives any rights to recover damages from District and/or its board members, elected officials, employees, insurers, agents and assigns (hereinafter "Releasees") for any injuries, liabilities, penalties, expenses (including attorneys' fees) and/or other damages sustained by Contractor's officers, employees and/or agents while performing the services set forth in the Agreement. Contractor agrees it will defend, with counsel of District's choosing, indemnify and hold harmless Releasees against any and all liability, loss, costs, damages and expenses (including attorneys' fees) which the Releasees may hereafter sustain, incur or be required to pay arising out of Contractor's performance or failure to adequately perform its obligations pursuant to this Agreement.
12. For public security purposes, Contractor agrees that no one shall be assigned to perform work at the Kendall County Forest Preserve District on behalf of Contractor, Contractor's consultants, contractors, subcontractors and their respective officers, employees, agents and assigns unless Contractor has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Contractor agrees that the individual shall not be assigned to perform work on or at the Project absent prior written consent from District. District, at any time and at District's sole discretion, may require Contractor and/or Contractor's consultants to remove any individual from performing any further work under this Agreement. Should Contractor have a complaint regarding the performance of the services or the behavior of any individual performing services under this Agreement, or should District request a change in the manner in which services are being performed pursuant to this Agreement, District shall transmit the same to the Contractor's on-site foreman and/or to any other member of Contractor's management, who shall take immediate action and shall resolve the problem to District's satisfaction. Contractor's failure to take immediate action and/or to resolve the problem to District's satisfaction may result in a material breach of the Agreement.
13. If at the time the Agreement for this Project is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, (hereinafter referred to as "the Act"), the Contractor and Contractor's consultants agree to employ Illinois laborers on this Project in accordance with the Act. Contractor understands that the Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly

publication of employment and unemployment figures”, and (b) "Illinois laborer" as “any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.” See 30 ILCS 570/1. Contractor understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.

14. In the event that Owner is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of Owner’s obligations under this Agreement during said fiscal period, Owner agrees to provide prompt written notice of said occurrence to CM. In the event of a default due to non-appropriation of funds, CM has the right to terminate the Agreement upon providing thirty (30) days written notice to Owner. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
15. The Contractor shall at all times observe and comply with all Federal, State, and local laws and ordinances and any regulations which in any manner affect the conduct of the work, and all such orders or decrees as exist at the time bids are advertised, or legislative bodies having legal jurisdiction or authority over the work, and no plea of misunderstanding or ignorance thereof will be considered.

PROJECT SPECIFICATIONS

1. The Contractor will have until June 22, 2012 to substantially complete the requirements set forth in the contract. Contractor must notify the District’s field representative at least 24 hours prior to beginning the project. Hoover Forest Preserve is a public facility and will be open to the public during the project. Contractor will take care to not disrupt the operations of Hoover Forest Preserve.
2. The District has obtained a building permit from Kendall County Planning, Building & Zoning Department (PB&Z). Contractor is responsible for scheduling any and all required inspections with PB&Z by contacting 630 553-4141. Contractor is responsible for obtaining and making payment for any and all other permits that may be required. Contractor must also obtain any bonding required by agencies having jurisdiction over the project site. Contractor shall provide copies of the permits obtained to the District and shall post original copies of the permits at the job site as required, prior to commencing any work.
3. Contractor will stay in immediate vicinity of project site and will take care not to drive and/or cause damage in other areas of the forest preserve. Any damage caused by Contractor outside of the project site will be remedied at Contractors expense.
4. Contractor is responsible for contacting a utilities locating service for any underground utilities that are located at the project site. Contractor is responsible for insuring proper procedures are taken regarding utility locations prior to any excavation work being performed. The contractor shall be responsible for the protection of all private and public utilities even though they may not be shown on the plans. Any utility that is damaged by the Contractor during the construction project shall be repaired or replaced at the Contractor’s expense.
5. Contractor is responsible for installing appropriate silt fencing and erosion control measures.

6. The Owner reserves the right to perform or have performed other work at the project site. Contractor shall afford the Owner and other contractors reasonable opportunity for the execution of other work and shall properly coordinate the work with other work.
7. The District is responsible for all utility connections and will work with Contractor to coordinate utility connections. Hoover Forest Preserve has an internal water system and a sewer system that the building will connect to. Natural gas service is NICOR. Electrical service is ComEd.
8. Owner will notify contractor in writing when the work is to be suspended wholly or in part for such periods deemed necessary. Where due work may be suspended for unsuitable weather, other conditions unsuitable for the prosecution of the work, any condition deemed to be in the public's best interest, failure of Contractor to carry out provisions of the Contract, or failure of the Contractor to carry out orders. Contractor shall maintain work site safety and protect the Work as provided in the General Conditions. No additional compensation shall be paid to Contractor because of such suspension. Contractor shall not suspend the Work without written authority of the Owner. Suspension of work by direction of the Owner shall extend the required completion date for the same number of days work is suspended.
9. When any person employed by Contractor fails to perform the work according to the Contract, appears to be incompetent or exhibit disorderly conduct or improper manner, such person shall be immediately removed from the work on written request. Contractor shall have no claim for damages or extension of time as a result of such termination. Should Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, Owner may suspend the work.
10. Owner may reject and require correction of any work that does not conform to the Contract Documents. Contractor shall correct condemned workmanship and immediately remove and replace rejected materials and equipment without additional cost to the Owner. When Contractor fails to correct condemned work and remove rejected materials and equipment from the site, the Owner reserves the right to refuse payment for such work and perform such work or hire others to perform such work and the expense thereof shall be deducted from the amount to be paid the Contractor.

Until final payment, all work shall be subject to inspection and testing, which includes removing or uncovering finished work when necessary. Contractor shall provide access and assistance required for such inspection and testing and shall furnish necessary facilities, labor and materials for such removal and approved replacement. Nothing in this Contract shall be construed to mean that the Owner waives the right to later address defective materials or workmanship even after final acceptance.

When questioned work is found to be defective due to fault of Contractor, subcontractor, suppliers or their employees, Contractor shall pay for the cost of such inspection and reconstruction. When questioned work is found to meet Contract requirements, actual cost of the Contractor's labor and materials involved in inspection and reconstruction plus 10% shall be paid to the Contractor.

11. The contractor shall post appropriate safety traffic signs along both directions of any roads notifying motorists of construction traffic entering and leaving the work site. These signs must conform to Section 701 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

12. The Contractor shall keep all public and private streets, driveways and sidewalks free from mud or any soil accumulation due to hauling or any other construction activities. All pavements must be free from any mud or any soil accumulation at the end of every working day or as requested by the District's field representative.
13. All Plans and Specifications and copies thereof furnished by or purchased are the property Owner and are not to be used on other work. With the exception of one complete set, all documents are to be returned upon contract completion.
14. The Contractor shall be responsible for providing safe and healthful working conditions throughout the construction process. Contractor shall follow all applicable federal, state, and local codes for workplace safety.
15. The District is not responsible for the means, methods, techniques, sequences, time of performance, or safety precautions used by the Contractor.
16. Final grade must provide a smooth transition from the construction site to the surrounding perimeter of the project area.

**BID PROPOSAL FORM
CONSTRUCTION OF A MAINTENANCE GARAGE
AT HOOVER FOREST PRESERVE**

The undersigned bidder has carefully examined the architectural drawings and the plans and specification for construction of a Maintenance Garage at Hoover Forest Preserve; and having completely familiarized him/herself with local conditions affecting the cost of the work, hereby states that he/she will provide all necessary labor, equipment, tools, machinery, apparatus and all other means of construction, do all of the work and furnish all materials called for by said plans and specifications in the manner prescribed by and in accordance with the requirements of the contract and specifications; and will accept as full and complete payment therefore the base bid amount which is the summation of the cost of all of the work.

BASE BID TOTAL: \$ _____

IN WORDS:

ALTERNATE 1: Install Radiant Heated Floor:

 \$ _____

CONTRACTOR: _____

CONTACT NAME (Print): _____

SIGNATURE: _____

PHONE: _____ FAX: _____

EMAIL: _____

ADDRESS: _____