



COUNTY OF McHENRY  
McHENRY COUNTY PURCHASING DEPARTMENT  
2200 N. SEMINARY AVENUE  
WOODSTOCK, IL 60098

Sealed bids will be accepted in the above office until

***April 30, 2019 by 2:00pm (CST)***

For

**BID #19-10**

**DEMOLITION, CLEAN UP, RESTORATION AND LEGAL REMOVAL OF DEBRIS  
FROM UP TO EIGHT PROPERTIES LOCATED IN MCHENRY COUNTY**

CONTACT:

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

Phone - (815) 334-4605

Email – [dmleonard@mchenrycountyil.gov](mailto:dmleonard@mchenrycountyil.gov)

<b>MAILING ADDRESS:</b> Purchasing Department, Room #200 2200 N Seminary Avenue Woodstock IL 60098	<b>DROP OFF IN PERSON:</b> Purchasing Department, Room #200 667 Ware Road Woodstock IL 60098
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**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, approved August 1, 2014, revised April 1, 2018. 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 Director of Purchasing's 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.**

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. **Bids MUST be submitted with one (1) original and one (1) copy.**

### SCHEDULE OF EVENTS

April 16, 2019	Bid Available
April 23, 2019	Pre Bid Meeting, Administration Building, 667 Ware Road, Room 200, Woodstock IL at 10:00AM (CST)
April 24, 2019	Vendors Questions Submitted via email to <a href="mailto:dmleonard@mchenrycountyil.gov">dmleonard@mchenrycountyil.gov</a> or fax to 815-334-4680 by <b>12:00 P.M.(CST)</b>
April 26, 2019	Vendors Questions Answered via Addendum; emailed and posted on County Website by 4:00 P.M.(CST)
April 30, 2019	BID DUE in Purchasing by 2:00 P.M.(CST) (No electronic bids accepted)

### **SCOPE OF WORK**

This project includes the demolition of acquired structures and site restoration for up to (8) eight properties located throughout the county. Upon completion of the project, each site will be deed restricted to permanent open space and ownership transferred to McHenry County's Conservation District (MCCD). Funding for this project is provided by the Federal Emergency Agency (FEMA) Hazard Mitigation Grant Program (HMGP), through the Illinois Emergency Management Agency (IEMA) and the Illinois Department of Natural Resources (IDNR).

Clean up of, legal removal and disposal of materials and debris and restoration of subject residential property located in McHenry County, IL. Contractor to be responsible for obtaining all required permits and utility disconnections from the proper regulatory authorities. The County will provide the list of properties at the pre-bid meeting. Bidders may bid on any or all properties. There may be multiple awardees

All items must be removed from site. There is no guarantee of dollar values for salvage by the contractor.

**NOTE: PRE-BID MEETING TO VIEW PHOTOS OF SUBJECT PROPERTIES AND OBTAIN HISTORY OF SUCH WILL BE HELD ON Tuesday April 23 AT 10:00AM (CST) IN THE PURCHASING DEPARTMENT, ADMINISTRATION BUILDING, 667 WARE ROAD, WOODSTOCK, IL 60098. IT IS HIGHLY SUGGESTED INTERESTED PARTIES ATTEND THE PRE-BID MEETING. PROPERTY ADDRESSES WILL NOT BE GIVEN OUT OVER THE TELEPHONE.**

**COUNTY BOARD APPROVAL OF PROJECT SCHEDULED FOR TUESDAY, MAY 21, 2019. ANY CANCELLATION OF THIS BID REQUEST WILL BE POSTED ON WEDNESDAY, MAY 22, 2019.**

Receipts for disposal of materials, equipment and debris and refuse shall be provided with invoice. Landfill or scrap yard must be used. All recyclables must be properly recycled.

## DESCRIPTION

This work consists of complete demolition, removal, and disposal of all buildings, foundations, slabs, footings, driveways, sidewalks, out buildings, sheds, gazebos, pergolas, storage containers, fences, decks, retaining walls, and other appurtenances, including restoration of the site with six inches (6") of topsoil with seed and erosion control blanket and including the disconnection of utility services and abandonment of any well and septic systems. The work includes the carrying out of all duties and obligations and the furnishing of all labor, material, tools, equipment, required permits and other incidentals necessary or convenient to the successful completion of the project.

## PERMITS AND FEES

All permits and utility disconnections required shall be obtained by the Contractor. The Contractor will be required to furnish copies of all required permits and documentation that all fees have been paid to the McHenry County Purchasing Department. McHenry County will acquire and waive fees for demolition, well and septic abandonment permits. Any other permits and/or utility disconnection fees shall be included within the contractor's bid and reimbursed as a lump sum.

## 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.
- Oblige 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.

## PERFORMANCE ASSURANCE

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 105% of the bid value. Any additional scope value during the project must be covered by the bonds.

- Oblige 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.
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#### HAZARDOUS MATERIALS

There may be hazardous materials on site. The County shall provide the contractor with lead and asbestos testing results prior to the execution of the contract. Where special handling of material is required, the price for the removal and disposal will be negotiated on a site by site basis.

#### CONSTRUCTION REQUIREMENTS

The Contractor shall be familiar with the work site. The Contractor should be aware of the size, type, and materials of the existing structures. All structures within the sites indicated are to be demolished. The building foundations, including basement walls and floor slabs, footings and also the above-ground swimming pool must be excavated and removed to a depth of thirty-six (36) inches. Foundation and swimming pool walls and floors below a depth of thirty-six (36) inches may remain provided that they are broken to all adequate percolation of water. The contractor shall request an inspection by McHenry County Planning and Development prior to the contractor backfilling the foundations with clean fill.

Upon Notice to Proceed, the Contractor shall proceed promptly with the demolition and removal of all items, notifying the McHenry County Planning & Development Department at least three (3) working days in advance of commencing operations.

The Contractor shall notify all appropriate utilities, local police, and fire departments prior to the start of demolition.

The use of explosives or the burning of structures in the performance of this work will not be permitted.

The Contractor shall not remove, damage or disturb the vaults or any appurtenances of private or public utilities that are not part of the demolition work.

The Contractor shall assume full responsibility to preserve the integrity of adjacent buildings and shall provide such bracing and/or supports as may be necessary to protect the adjacent buildings.

Demolition material, rubbish, and debris shall be disposed of legally off site.

Prior to the placement of fill, all accumulations of debris in the basements, crawl spaces, and areaways resulting from the demolition operations shall be removed. Fill material shall be prevented from spilling upon the premises of adjacent properties, which are to remain. The Contractor shall fill all excavations, basements, crawl spaces, and areaways of each building to the level of the surrounding area, with suitable fill as specified herein. Before commencing any fill operations, the suitability of the material, which is to be used, and the manner of placement and compaction will be approved by the Director of Purchasing or their designated representation. Broken concrete shall only be utilized as fill within any existing basement(s) below a depth of thirty-six (36) inches. A minimum twelve-inch soil layer of clean fill is necessary with the top six inches of any

fill area to be topsoil. No areas shall be filled higher than the adjacent grades as the areas of demolition are within the floodplain.

Any mailboxes and mailbox posts, patios, retaining walls, sheds, gazebos, pergolas, storage containers, sidewalks, fences, driveways, and driveway culverts on the site shall be removed and disposed as "demolition material" unless otherwise authorized by the Director of Purchasing. Restoration will be as specified herein. Only trees which restrict the demolition work on any structure may be removed as part of the demolition project. Any additional tree removal will be done at the contractor's expense.

#### SALVAGED MATERIALS

The salvage value of demolition materials shall be reflected in the contract lump sum price for DEMOLITION of the site indicated. Any demolition materials salvaged for resale shall not be sold from the demolition sites; it is the responsibility of the Contractor to remove the materials from the demolition sites to an alternate location for sale and to comply with all local requirements for the sale of materials. The County does not guarantee any profits associated with Salvaged Materials.

#### BASIS OF PAYMENT

This work will be paid for at the contract lump sum price at job completion, of the site indicated, which price shall include all labor, materials, and equipment necessary to complete the work as specified herein.

### **RESTORATION**

#### DESCRIPTION

This work shall consist of grading the demolition site placing of six inches (6") of topsoil, and establishing a vegetative covering of turf grass.

#### CONSTRUCTION REQUIREMENTS

All excavations resulting from demolition or related removals will be backfilled and compacted to the satisfaction of McHenry County. All debris caused by the demolition and existing miscellaneous debris on the property shall be removed from the site and the site graded to provide free flow of storm water runoff from the site following existing contours.

### **UTILITY CONNECTIONS**

#### DESCRIPTION

This work consists of verifying that all utilities have been disconnected and that the service from the provider has been secured to the satisfaction of the provider. The Contractor will be required to furnish to McHenry County documentation that the service has been disconnected to the satisfaction of the provider.

#### DISCONTINUANCE OF UTILITIES

The Contractor shall arrange to disconnect all utilities that serve each building in compliance with the requirements and regulations of the agency or utility involved. All operations shall be performed in such a manner as to avoid creating hazards to persons, property, and interference with the use of adjacent buildings or obstruction of vehicular and pedestrian access thereto. All abandoned utilities shall be terminated at least two (2) feet below the finish grade of the site.

## **WATER, SANITARY, STORM SEWER, SEPTIC, AND WELL SERVICE DISCONNECTIONS**

### **DESCRIPTION**

This work consists of disconnecting water and sanitary services in accordance with the requirements of the County and the IEPA. This work shall be performed under the direction of a licensed plumber.

This work shall also consist of the removal of any septic tank and capping of any well. The septic tank(s) shall be pumped, have the floors and walls cracked or crumbled so the tank will not hold water, and be filled with sand or other clean fill in a method approved by McHenry County.

The Contractor shall be responsible for contacting the agencies maintaining the facility to verify the materials and methods allowed for disconnecting the services. The exact locations and elevations of all utilities are to be verified by the Contractor through the owner of the utility.

## **HAZARDOUS MATERIALS – REMOVAL AND DISPOSAL**

### **DESCRIPTION**

The County shall provide the contractor with lead and asbestos testing results prior to the execution of the contract. The contractor shall also inspect each site prior to commencement of demolition to identify hazardous materials present on the site and to notify the Director of Purchasing of any hazardous material for a determination of disposal.

### **PERSONNEL EXPERIENCE**

The contractor must provide laborers and equipment operators possessing OSHA Hazardous Waste Site Worker Certification as required in 29 CFR 1910.120.

The contractor must also provide a plan addressing site health and safety, site control and emergency response measures that meet current OSHA requirements. The plan should also include controls for protecting public health and the environment.

### **DISPOSAL**

Where special handling of material is required, the price for the removal and disposal will be negotiated on a site by site basis. Removal of underground fuel storage tanks and adjacent contaminated materials is not eligible for Public Assistance reimbursement. Such tanks should be removed and disposed under the Leaking Underground Storage Tank (LUST) Program administered by the Illinois Environmental Protection Agency.

### **MUNICIPAL WASTE HAULER LICENSING ORDINANCE**

#### **REQUIREMENTS (in part)**

- A) Persons or companies in the business of hauling discarded materials within McHenry County, through their municipal waste collection and transportation activities, constitute a significant component of the traffic upon County roads and State highways within this County, contributing to deteriorating air quality and road wear, and creating the potential for litter and leaking loads, so that licensing of municipal waste haulers is necessary to protect the public health and the environment and to reduce undue damage to the public infrastructure; and
- B) Persons or companies in the business of hauling municipal waste, recyclable materials and compostables within McHenry County, through their collection and transportation activities, are able to supply the County with information necessary for long-term municipal waste planning and therefore should be required to submit annual information about their hauling activities to the County.

### **101 EXEMPTIONS**

101.1 The following persons or entities shall not be subject to this Ordinance:

3. Demolition or construction contractors or landscaping companies that produce and transport discarded materials in the course of such occupations, where the discarded materials produced are merely incidental to the particular demolition, construction, or landscaping work being performed by such companies.

## **ASBESTOS ABATEMENT (GENERAL CONDITIONS)**

### DESCRIPTION

This work may consist of the removal and disposal of friable and non-friable asbestos from the building(s) to be demolished. All work shall be done according to the requirements of the U.S. Environmental Protection Agency (USEPA), the Illinois Environmental Protection Agency (IEPA), the Occupational Safety, and Health Administration (OSHA), and as outlined herein.

The Materials Description Table provides a brief description of the various Asbestos Containing Materials (ACM) for each site. The table states whether the ACM is friable or non-friable and states the approximate quantity.

All friable asbestos shall be removed from the building(s) prior to demolition. The Contractor has the option of removing the non-friable asbestos prior to demolition or demolishing the building(s) with the non-friable asbestos in place.

The Contractor shall provide a shipping manifest to the Director of Purchasing for the disposal of all ACM wastes.

### PERMITS

The Contractor shall apply for permit(s) in compliance with applicable regulations of the Illinois Environmental Protection Agency. Any and all other permits required by other federal, state, or local agencies for carrying on the work shall be the responsibility of the Contractor. Copies of these permits shall be provided to the Director of Purchasing.

### NOTIFICATIONS

The "Demolition/Renovation Notice" form, which can be obtained from the IEPA office, shall be completed and submitted to the address listed below at least 10 days prior to commencement of any asbestos removal or demolition activity. Separate notices shall be sent for the asbestos removal work and the building demolition if they are done as separate operations.

Asbestos Demolition/Renovation Coordinator  
Illinois Environmental Protection Agency  
Division of Air Pollution Control  
P. O. Box 19276  
Springfield, Illinois 62794-9276  
(217) 785-1743

Notices shall be updated if there is a change in the starting date or the amount of asbestos changes by more than 20 percent.

### SUBMITTALS

All submittals and notices shall be made to the Director of Purchasing, except where otherwise specified herein.

#### SUBMITTALS THAT SHALL BE MADE PRIOR TO START OF WORK

Submittals required under Asbestos Abatement Experience.

Submit documentation indicating that all employees have had medical examinations and instruction on the hazards of asbestos exposure, on use and fitting of respirators, on protective dress, on use of showers, on entry and exit from work areas, and on all aspects of work procedures and protective measures as specified in Worker Protection Procedures.

Submit manufacturer's certification stating that vacuums, ventilation equipment, and other equipment required to contain airborne fibers conform to ANSI 29.2.

Submit to the Director of Purchasing the brand name, manufacturer, and specification of all sealants or surfactants to be used. Testing under existing conditions will be required at the direction of the Director of Purchasing.

Submit proof that all required permits, site locations, and arrangements for transport and disposal of asbestos-containing or asbestos-contaminated materials, supplies, and the like have been obtained (i.e., a letter of authorization to utilize designated landfill).

Submit a list of penalties, including liquidated damages, incurred through noncompliance with asbestos abatement project specifications.

Submit a detailed plan of the procedures proposed for use in complying with the requirements of this specification. Include in the plan the location and layout of decontamination units, the sequencing of work, the respiratory protection plan to be used during this work, a site safety plan, a disposal plan including the location of an approved disposal site, and a detailed description of the methods to be used to control pollution. The plan shall be submitted to the Director of Purchasing prior to the start of work.

Submit proof of written notification and compliance with Paragraph "Notifications."

#### SUBMITTALS THAT SHALL BE MADE UPON COMPLETION OF ABATEMENT WORK

Submit copies of all waste chain-of-custodies, trip tickets, and disposal receipts for all asbestos waste materials removed from the work area;

Submit daily copies of work site entry logbooks with information on worker and visitor access;

Submit logs documenting filter changes on respirators, HEPA vacuums, negative pressure ventilation units, and other Director of Purchasing controls; and

Submit results of any bulk material analysis and air sampling data collected during the course of the abatement including results of any on-site testing by any federal, state, or local agency.

#### ASBESTOS ABATEMENT EXPERIENCE

Company Experience: Prior to starting work, the Contractor shall supply evidence that he/she has been prequalified with the Illinois Capital Development Board and that he/she has been included on the Illinois Department of Public Health's list of approved Contractors.

#### PERSONNEL EXPERIENCE

For Superintendent, the Contractor shall supply:

Evidence of knowledge of applicable regulations in safety and environmental protection is required as well as training in asbestos abatement as evidenced by the successful completion of a training course in supervision of asbestos abatement as specified in 40 CFR 763, Subpart E, Appendix C, EPA Model Contractor Accreditation Plan. A copy of the certificate of successful completion shall be provided to the Director of Purchasing prior to the start of work.



Documentation of experience with abatement work in a supervisory position as evidenced through supervising at least two asbestos abatement projects; provide names, contact, phone number, and locations of two projects in which the individual(s) has worked in a supervisory capacity.

For workers involved in the removal of friable and non-friable asbestos, the Contractor shall provide training as evidenced by the participation and successful completion of an accredited training course for asbestos abatement workers as specified in 40 CFR 763, Subpart E, Appendix C, EPA Model Contractor Accreditation Plan. A copy of the certificate of successful completion shall be provided to all employees who will be working on this project.

## **ABATEMENT AIR MONITORING**

The Contractor shall comply with the following:

### **PERSONAL MONITORING**

All personal monitoring shall be conducted per specifications listed in OSHA regulation, Title 29, Code of Federal Regulation 1926.58. All area sampling shall be conducted according to 40 CFR Part 763.90. All air monitoring equipment shall be calibrated and maintained in proper operating condition. Excursion limits shall be monitored daily. Personal monitoring is the responsibility of the Contractor. Additional personal samples may be required by the Director of Purchasing at any time during the project.

### **CONTAINED WORK AREAS FOR REMOVAL OF FRIABLE ASBESTOS**

Area samples shall be collected for the department within the work area daily. A minimum of one sample shall be taken outside of the abatement area removal operations. The Director of Purchasing will also have the option to require additional personal samples and/or clearance samples during this type of work.

### **INTERIOR NON-FRIABLE ASBESTOS-CONTAINING MATERIALS**

The Contractor shall perform personal air monitoring during removal of all nonfriable Transite and floor tile removal operations. The Director of Purchasing will also have the option to require additional personal samples and/or clearance samples during this type of work.

### **EXTERIOR NON-FRIABLE ASBESTOS-CONTAINING MATERIALS**

The Contractor shall perform personal air monitoring during removal of all nonfriable cementitious panels, piping, roofing felts, and built up roofing materials that contain asbestos. The Contractor shall conduct downwind area sampling to monitor airborne fiber levels at a frequency of no less than three per day.

### **AIR MONITORING PROFESSIONAL**

All air sampling shall be conducted by a qualified Air Sampling Professional supplied by the Contractor. The Air Sampling Professional shall submit documentation of successful completion of the National Institute for Occupational Safety and Health (NIOSH) course #582 - "Sampling and Evaluating Airborne Asbestos Dust".

Air sampling shall be conducted according to NIOSH Method 7400. The results of these tests shall be provided to the Director of Purchasing within 24 hours of the collection of air samples.

## **REMOVAL AND DISPOSAL OF ASBESTOS**

### **DESCRIPTION**

This work shall consist of the removal, transportation, and disposal of asbestos containing materials (ACM). All friable asbestos shall be removed from the building(s) prior to demolition. The Contractor has the option of removing the non-friable asbestos prior to demolition or demolishing the building(s) with the non-friable asbestos in place.

The removal and disposal of all friable asbestos from the building(s) and site(s) prior to demolition shall be done according to the Special Provision titled "Asbestos Abatement (General Conditions)" and as outlined herein.

The Contractor has the option of removing and disposing of the non-friable asbestos prior to demolition of the building(s) or demolishing the building(s) with the non-friable asbestos in place.

Option #1 - If the Contractor chooses to remove all non-friable asbestos prior to demolition, the work shall be done according to the Special Provision titled "Asbestos Abatement (General Conditions)".

Option #2 - If the Contractor chooses to demolish the building(s) with the non-friable asbestos in place, the following provisions shall apply:

1. Continuously wet all non-friable ACM and other building debris with water during demolition.
2. Dispose of all demolition debris as asbestos containing material by placing it in lined, covered transport haulers and placing it in an approved landfill.

## **OTHER HMGP CONTRACT REQUIREMENTS**

The contract documents shall also contain the following miscellaneous contract provisions as required by 44 CFR, Part 13.36:

1. Compliance with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by the Department of Labor regulations (41 CFR, Section 60).
2. Compliance with the Copeland Anti-Kickback Act (18 U.S.C. 874), as supplemented by the Department of Labor regulations (29 CFR, Part 3).
3. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 CFR, Part 5).
4. Access by the Grantee (State of Illinois), Jurisdiction (McHenry County), Federal grantor agency (FEMA), Comptroller General of the United States, or any duly authorized representative, to any books, documents, papers and records of the contractor which are directly pertinent to the contract for the purpose of performing audits, examinations, excerpts, and transcripts shall be provided upon request.
5. Retention of all required records for three years after the jurisdiction makes final payments and all other pending matters are closed.
6. Compliance with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, Part 15).

## **BASIS OF PAYMENT**

This work will be paid for at the contract unit price per lump sum for REMOVAL AND DISPOSAL OF FRIABLE ASBESTOS and REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS. The contract unit price for Removal and disposal of Friable Asbestos shall include furnishing all labor, materials, equipment, and services required to remove and dispose of the friable asbestos.

## **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. A copy of the prevailing wage rates is posted on the McHenry County website at [www.mchenrycountyil.gov](http://www.mchenrycountyil.gov) 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. Contractors may access the Illinois Department of Labor website for updates at [www.state.il.us/agency/idol](http://www.state.il.us/agency/idol).

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.

#### 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.

### 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.

### 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) CERTIFICATE 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; 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 IN DUPLICATE FORM, (One Original, and One Copy). BIDS ARE DUE BY 2:00 P.M. (CST) ON APRIL 30, 2019.**

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.**

**AWARD OF ORDER**

The County may award to multiple bidders based upon cost and schedule. The County will issue 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.

**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.

**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.

#### CANCELLATION

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.

#### 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. 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.

#### INSPECTION AND PAYMENT

Final inspection of the Property will be made by the McHenry County Department of Planning and Development and Department of Health in conjunction with the McHenry County State's Attorney's Office. Payment will be made on satisfactory completion of the work, proper invoicing, and all receipts pertaining to the disposal of debris.

**THIS PAGE IS MANDATORY**

**BID Page:**

Demolition, clean up of, legal removal and disposal of materials, and restoration of grounds and establishment of vegetative cover, located from residential properties located in McHenry County, IL according to the Scope of Work.

- Bidders may bid on any or all properties. There may be multiple awardees.
- Bidders must submit a separate price for each property.
- Bidders must include certifications, all mandatory pages and Bid Bond.

Indicate any cost reductions to be provided to the county if the county selects your bid for all properties.

Property #1: \$ \_\_\_\_\_

Property #2: \$ \_\_\_\_\_

Property #3: \$ \_\_\_\_\_

Property #4: \$ \_\_\_\_\_

Property #5: \$ \_\_\_\_\_

Property #6: \$ \_\_\_\_\_

Property #7: \$ \_\_\_\_\_

Property #8: \$ \_\_\_\_\_

If your firm is awarded all properties, Deduct: \$ \_\_\_\_\_

Exceptions to this Bid: \_\_\_\_\_



**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: \_\_\_\_\_

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

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Entity: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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Entity: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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**THIS PAGE IS MANDATORY**  
**SIGNATURE PAGE**

**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):

\_\_\_ Individual

\_\_\_ Real Estate Agent

\_\_\_ Sole Proprietorship

\_\_\_ Government Entity

\_\_\_ \*Partnership

\_\_\_ Tax Exempt Organization

\_\_\_ \*\*Corporation

(IRC 501(a) only)

\_\_\_ Not-for-Profit Corporation

\_\_\_ Trust or Estate

\_\_\_ Medical and Health Care

Services Provider Corporation

**\*State full names, titles and addresses of all responsible principles and/or partners. Submit additional sheets if necessary.**

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

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

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

\*\*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)

\_\_\_\_\_  
(Email)

**END OF DOCUMENT**