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Joliet, IL 60433
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BOARD OFFICERS
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Advertisement for Bids

The FOREST PRESERVE DISTRICT OF WILL COUNTY will receive bids at the Forest Preserve District of Will County's Sugar Creek Administration Center, located at 17540 W. Laraway Road, Joliet, Illinois 60433 until 8:30 a.m. Central time on Friday, May 10, 2024 for:

Riverview Farmstead Barn & Settlement House- Exterior Preparation, Priming and Staining

at which time the bids will be publicly opened and read.

This project generally includes the exterior preparation, priming, and staining at the District's Riverview Farmstead Barn and Settlement House. This work also includes repair and replacement of any wood in need and consists of a complete pressure washing of all areas of the building intended to be primed and stained. For additional information and to download Bid Documents, please visit our website at www.ReconnectWithNature.org. Participants must register in full to be eligible to receive addenda and to submit a bid.

Contract Documents can be obtained between 8:00 a.m. and 4:00 p.m., Monday through Friday beginning Friday, April 26, 2024 from:

Sugar Creek Administration Center, 17540 West Laraway Road, Joliet, Illinois 60433. Phone - 815-727-8700.

Bids must be submitted in accordance with the Contract Documents. Bids shall be accompanied by the proper bid security.

The FOREST PRESERVE DISTRICT OF WILL COUNTY reserves the right to accept any bid or any part or parts or combinations thereof, to waive any informalities or irregularities, and to reject any or all bids.

By Order of the Board of Commissioners of the Forest Preserve District of Will County.

For questions regarding the project, contact Tracy Bianco at tbianco@fpdwc.org or (815) 545-9743.

For delivery of the bid documents, contact Elise Brazzale at ebrazzale@fpdwc.org or (815) 722-9849.

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Invitation for Bids

1. Project Identification and Location:

Riverview Farmstead Barn & Settlement House: Exterior Preparation, Priming and Staining:

This project is located at the Riverview Farmstead Preserve:

- The Riverview Farmstead Barn is located at 5204 Book Road, Naperville, IL 60564.
- The Riverview Farmstead Settlement House is located at 5212 Book Road, Naperville, IL 60564.

2. Owner/Awarding Authority:

Board of Commissioners
Forest Preserve District of Will County
17540 W. Laraway Road
Joliet, IL 60433
(815) 727-8700

3. Pre-Bid Meeting:

No Pre-Bid Meeting will be held for this project.

4. Bid Submission & Security:

Bids shall be submitted to the Forest Preserve District of Will County, 17540 W. Laraway Road, Joliet, Illinois 60433, in a sealed opaque envelope. The outside of the envelope shall display the phrases "SEALED BID ENCLOSED – DO NOT OPEN along with the project title and location in clearly printed letters.

The Forest Preserve will receive Bids until the date and time stated in the ADVERTISEMENT FOR BIDS. Bids will be publicly opened and read at the Sugar Creek Administration Center at that time. Bidder shall assume full responsibility for timely delivery to the Bid Opening location. Bids received after the stated time shall be rejected and returned.

The bid submitted shall include a certified check, bank draft, cashier's check, bid bond or an acceptable irrevocable letter of credit payable to the Forest Preserve District of Will County for not less than 10% of total Bid amount. All such Bid Security must be drawn on a bank authorized to do business in Illinois or provided by a bonding company authorized and licensed to do business in Illinois, as applicable, and must be maintained until execution of the Contract. Bids submitted without Bid Security will not be considered. The Bid Security will be returned to the successful Bidder upon execution of the Contract. Bid securities will be returned to unsuccessful Bidders upon execution of the Contract by the successful Bidder.

5. Bonds & Insurance:

A. Bonds

The successful Bidder shall submit a Performance Bond and a Labor and Material Payment Bond as outlined in the General Conditions, Article VI, Section 6.1. The performance and payment bonds shall be provided by a bonding company authorized and licensed to do business in Illinois.

B. Certificate of Insurance

The successful Bidder shall submit a Certificate of Insurance as evidence of the minimum insurance coverage and limits outlined in the General Conditions, Article VI, Section 6.3.

6. Right to Reject or Accept Bids:

The Forest Preserve reserves the right to accept any Bid, any part or combinations of Bids, to waive informalities or irregularities, and to reject any and all Bids to protect and preserve both the Forest Preserve and the public's best interest.

It is the Forest Preserve's intent to award a Contract to the responsible and responsive Bidder submitting the lowest bid provided the Bid does not exceed available funds and has been submitted according to Contract Document requirements. The Forest Preserve reserves the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the base bid and the Alternates accepted.

7. Award of Contract:

Bids cannot be withdrawn for a period of sixty (60) days after bid opening. Bids will be reviewed by the Forest Preserve and presented to the Board of Commissioners for Award of Contract at their regular board meeting on June 13, 2024. The Forest Preserve will issue a written Notice of Contract Award to the successful Bidder.

8. Execution of Contract:

The successful Bidder will be required to execute a Contract with the Forest Preserve within 10 business days after receipt of the written Notice of Contract Award. Execution of the Contract shall include each of the following:

- A. Signing the Contract Agreement
- B. Submittal of a Performance, Material, and Payment Bond
- C. Submittal of a Certificate of Insurance
- D. Submittal of a Construction Schedule

The Forest Preserve will issue a written Notice to Proceed upon Execution of the Contract. The Bid Security of the successful Bidder will be forfeited to the Forest Preserve as liquidated damages, not as penalty, when the successful Bidder fails to execute any part of the Contract within the specified time. The Forest Preserve reserves the option to accept any other Bid within 10 business days from such default. Such acceptance shall have the same effect on such Bidder as though he were the original successful Bidder.

9. Commencement and Completion of the Work:

Work schedule must be approved prior to work commencing thru the Contract listed. Based on the location of the work being a programmatic structure. Work shall be completed in accordance with the Contract Documents by October 31, 2024, as provided in the General Conditions, Article IV, Section 4.4.

10. Reasonable Accommodation & Non-Discrimination:

The Forest Preserve District of Will County does not discriminate against individuals on the basis of race, religion, color, gender, national origin, ancestry, age, order of protection status, marital status, military status, unfavorable discharge from military service, pregnancy, sexual orientation, disability, or any other protected status under the Illinois Human Rights Act. In offering employment opportunities to the public, the Forest Preserve District will make reasonable modifications to ensure that all people have an equal opportunity. Persons believing that they have been discriminated against by the Forest Preserve District of Will County may file a complaint alleging discrimination with the Forest Preserve District or the Office of Civil Rights, U.S. Department of the Interior, www.doi.gov.

To request bid documents in large print, audio, or Braille, contact the Director of Marketing and Communications, Sugar Creek Administration Center, 17540 W. Laraway Road, Joliet, IL 60433; comments@fpdwc.org; 815.722.9383 (voice); 800.526.0844 (TDD). Requests should be made at least 48 hours in advance of the Pre-Bid Meeting. While the Forest Preserve District of Will County will make every effort to meet requests in a timely fashion, some requests may take longer than others to fulfill.

11. Small Business Enterprise Initiative:

The Forest Preserve is committed to supporting "Small Businesses", "Minority Business Enterprises", "Female Business Enterprises", and "Persons with Disabilities Enterprises," as those terms are defined under Illinois law. The Forest Preserve has set a goal to secure up to 16% of the contracted amount for contracted services and improvement projects to such disadvantaged businesses. Such businesses are strongly encouraged to bid on Forest Preserve contracts.

Instructions to Bidders

1. Examination of Contract Documents and Project Site:

Bidder shall be familiar with the Contract Documents and local conditions affecting the Work including project site and surrounding area, means of access, soil and subsoil character, and regulations and restrictions. Bidder shall be responsible for errors in the Proposal due to failure to comply with these instructions. The Forest Preserve will not be responsible for any change in anticipated profits resulting from such failure or neglect.

Bidder shall use complete sets of Contract Documents as provided in the Proposal Form checklist, Section 4, in preparing Bids. The Forest Preserve will not be responsible for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. When Bidder is in doubt as to the true meaning of any part of the Contract Documents, such Bidder shall submit a written request for interpretation by the Forest Preserve.

Bidder shall review Contract Documents with respect to the projected uses of materials and advise of modifications or substitutions to insure applicability for the intended uses.

2. Qualifications of Bidders:

As set forth in Section 5.6 of the Forest Preserve's Procurement Ordinance, prior to the Award of Contract, the Forest Preserve reserves the right to require from any Bidder or Bidder's subcontractor detailed information related to the responsibility of the Bidder or Bidder's subcontractor, including experience, financial ability, quality and timeliness of work, amount and condition of equipment, experience of personnel, contract defaults, litigation history, pending construction projects, and any other information the Forest Preserve deems relevant to assessing such responsibility.

The Forest Preserve reserves the right to reject any Bid when the information submitted by the Bidder or determined by the Forest Preserve's investigation fails to indicate the Bidder's ability to carry out the obligations of the Contract or to complete the Work. Unless otherwise provided by Forest Preserve rules, regulations, or policies, the decision of the Forest Preserve shall be final in this regard.

3. Addendum:

Addenda shall be issued to all known Contract Document recipients for any change or clarification of the Contract Documents. Bidder shall acknowledge receipt of Addendum on Proposal Form and attach Addendum to Proposal Form. Addendum shall become part of the Contract Documents.

Written or graphic Addenda will be issued no later than 24 hours prior to Bid Opening. When Project Manager determines the Addendum would result in a substantial or material variance in the proposed Contract, Bids will be returned, and the project rebid.

4. Substitution of Materials:

No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Forest Preserve at least 5 business days prior to Bid Opening. Requests shall be made on Request for Substitution forms provided by Project Manager.

Burden of proof of the merit of the substitution is upon Bidder. The Forest Preserve's decision for approval or disapproval of a proposed substitution shall be final. If the Forest Preserve approves a proposed substitution, it shall notify all other Bidders at least 48 hours prior to Bid Opening. No substitution will be considered after the Contract award unless specifically provided in Contract Documents.

5. Small Business Enterprise Initiative:

Capital improvement projects and contracted services sponsored or funded by the Forest Preserve shall be in accordance with Resolution #11-27. The resolution stipulates that:

- A. The Forest Preserve has set a goal to secure up to 16% of the contracted amount for contracted services and improvement projects to disadvantaged businesses.
- B. The Forest Preserve's Small Business Enterprise Initiative will apply to businesses defined by the State of Illinois as "Small Business", "Minority Business Enterprise", "Female Business Enterprise", and "Persons with Disabilities Enterprise". Such businesses are strongly encouraged to bid on Forest Preserve contracts.
- C. Businesses qualifying under the Forest Preserve's Small Business Enterprise Initiative will indicate such on the Proposal Form contained herein at the time of bidding.
- D. In the interest of taxpayers, each contract will be awarded to the lowest responsive and responsible bidder. In the event the lowest responsible bidder is also a business qualifying under the Forest Preserve's Small Business Enterprise Initiative, the bidder will be required to provide proof of such qualification at the time the contract is awarded.

6. Bid Preparation:

Bidder shall submit proposal on the Proposal Form provided in the Contract Documents. Writing shall be in ink or typewritten. Bidders' signature shall be written in ink. Proposals shall be signed by a person or persons legally qualified to sign such documents. When signed by someone other than the president of a corporation, an agent, or an attorney-in-fact, the authority of that person to sign shall accompany Bid.

Proposal will be based on Unit Price or Lump Sum as specified in the and shall conform to the following:

- A. UNIT PRICE: Bidders will be furnished with a unit price Proposal Form stating the items of work and the quantities. The quantities are estimations based on the Forest Preserve's calculations to be used by the Forest Preserve in the comparison of bids and shall not be relied upon by Bidders. Bidder shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the work. Bidders shall determine their own estimate of quantities required to complete the work and base their unit price proposal on their estimate. Payment will be based on actual quantities of work performed in accordance with the Contract, at the Contract unit prices specified. Any change in the Bidder's anticipated profits due to an increase or decrease of the original quantity estimates will not be a basis for modifying the contract. The Forest Preserve reserves the right to omit any item entirely, or to increase or decrease any or all items as provided in the General Conditions Article II, Section 2.5.
- B. LUMP SUM BID: Bidder shall submit a Lump Sum price for the item or items being bid.

Bidder shall specify, in figures, a price for each separate item called for on the Proposal Form. Failure to submit a price for each item on Proposal Form may result in rejection of Bid or may be interpreted as "no charge" to the Forest Preserve for any item left blank.

Where indicated, sums shall be expressed in both figures and words. The amount written in words shall govern in case of discrepancy between the two. Amounts shall be extended and totaled. In case of a discrepancy between totals and unit prices, unit prices shall govern. Signer of the Bid shall initial erasures or modifications on Proposal Form.

7. Taxes:

Bidder shall not include in the Proposal any state, local sales, use, or excise taxes, as the Forest Preserve is exempt from such taxation. The successful Bidder will be provided with tax exemption identification when necessary.

8. Bid Modification or Withdrawal:

Submitted bids may not be modified prior to bid opening. Bids may be withdrawn by written request to the Forest Preserve but may not be resubmitted before Bid Opening. Bids shall not be withdrawn or modified within sixty (60) days after Bid Opening.

9. Public Records and Requests for Confidential Treatment:

Bids become the property of the Forest Preserve. After bid opening, all bids will be available to the public under the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140, and other applicable laws and rules. If the Bidder wants certain information treated as confidential, it must designate such material in its bid. However, a request for confidential treatment will not supersede the Forest Preserve's FOIA obligations. An entire bid will not be treated as confidential, and the Forest Preserve will always disclose at least the Bidder's name, price, and substance of the bid. A Bidder's request for confidential treatment must be supported by the legal basis in FOIA or other law or rule that warrants the confidential treatment.

General Conditions

ARTICLE I Contract Documents

1.1 - Definition of Terms:

When the following terms, or pronouns of them, are used in the Contract Documents, the intent and meaning shall be interpreted as follows:

- A. Owner or Awarding Authority: Board of Commissioners Forest Preserve District of Will County, 17540 W. Laraway Road, Joliet, Illinois 60433.
- B. Forest Preserve: The Forest Preserve District of Will County.
- C. Inspector: Authorized representative of the Forest Preserve assigned to make detailed inspections of portions of the Work including materials approval or rejections, invoice records, payrolls and other relevant data and records. Inspections shall occur according to the schedule attached as an appendix to the Contract Documents.
- D. Project Manager: Individual identified in the Notice of Contract Award or any other designated employee or employees of the Forest Preserve District of Will County, representing the interest of the Forest Preserve.
- E. Bidder: Individual, firm, or corporation submitting a proposal for the Work, acting directly or through a duly authorized representative.
- F. Contractor: Individual, firm, or corporation to whom an award is made and who is identified in the Contract as the person responsible for completion of the Work. Every reference in the Contract to "Contractor" shall be deemed also to refer to subcontractors and suppliers of Contractor.
- G. Subcontractor: Individual, firm, or corporation who has a direct contract with Contractor to perform any portion of the Work.
- H. Corporation: With respect to the execution and performance of the Contract, a corporate body authorized or licensed to do business in the state in which the site is located.
- I. Plans: Official drawings or reproductions of drawings pertaining to the Work.
- J. Specifications: Directions, conditions, and requirements describing the method or manner of work performance, and quantities or quality of materials to be furnished under the Contract.
- K. Proposal: Bidder's written offer to perform the Work and to furnish labor and materials at the quoted prices.
- L. Performance Bond: Surety bond posted by a Contractor to ensure performance of the contract.
- M. Bid Security: Security designated in the Invitation for Bids, to be furnished by Bidder as a guarantee that Bidder will enter into a Contract with the Forest Preserve for the acceptable performance of the Work and will furnish the required bonds if awarded the Contract.
- N. Surety: Corporate body, approved by the Forest Preserve, bound with and for Contractor to ensure acceptable performance of the Contract, payment of all obligations pertaining to the Work, and fulfillment of other conditions as may be specified in the Contract Documents or otherwise required by law.
- O. Award: Decision of the Forest Preserve to accept the Proposal or portions of one or more Proposals of a responsive and responsible Bidder that are in the best interest of the Forest Preserve and public. Acceptance is conditioned upon Execution of the Contract as outlined in the Invitation to Bidders.

- P. Contract Documents: Written agreement between Contractor and the Forest Preserve setting forth obligations of the parties, including but not limited to the performance of the Work and furnishing of labor and materials. The Contract includes the signed Agreement, Advertisement for Bids, Invitation for Bids, Instructions to Bidders, Proposal, Addenda or Memorandums, Bonds, Certificate of Insurance, Construction Schedule, Plans, Specifications, Supplemental Agreements, General Conditions, Special Conditions, and Technical Specifications pertaining to the Work or materials.
- Q. Approved Substitution: When used on the drawings or in the specifications in reference to a material, product or procedure shall mean a substitute equivalent in substance and function to specified items.
- R. Special Conditions: When included in the Contract Documents shall act to supplement the General Conditions, specifications, and plans on particular portions of the project. Special Conditions shall govern the Contract Documents in case of conflict.
- S. Punch List: Itemized list of Work issued by Project Manager to be completed by Contractor. Punch List is submitted after the Work is substantially complete.
- T. Substantial Completion: Date when construction is sufficiently completed on the project or a portion of the project, in accordance with the Contract Documents, so that the Forest Preserve may use or occupy the site for which it was intended.
- U. The Work: Improvements to be performed under the Contract, including materials, labor, tools, and equipment necessary to perform and complete everything indicated, specified, or implied in the Contract Documents.
- V. Change Order: Written authorization issued by Project Manager for Contractor to proceed with alterations, extensions, and deductions to the original plans. Authorization shall outline the items of work involved and the method of payment.
- W. Notice to Proceed: Written authorization issued by Project Manager for Contractor to commence the Work after Execution of the Contract.
- X. Working Day: Computation of working days shall begin within ten (10) days of the Notice to Proceed for commencing work and shall include every day until the completion of the Work except Saturdays, Sundays, legal holidays, and days during which the Work is suspended for strikes or acts of nature or the public enemy. No construction operations shall occur on Saturdays, Sundays, or holidays without written approval of the Project Manager. Days in which the weather will not permit the Contractor to perform construction operations shall not be counted as working days.

1.2 - Ownership of Plans, Specifications and Surveys:

All Plans, Specifications, and Surveys and copies thereof furnished by or purchased from the Forest Preserve are property of the Forest Preserve and are not to be used on other work. With the exception of one complete set, all documents are to be returned to the Forest Preserve upon Contract completion.

1.3 - Dimensions on Plans:

Drawings are fully figured and dimensioned. Figures shall be followed without regard to scaled measurement from plans. When figures have been omitted, or when a marked discrepancy exists between figures and scale, the question shall be referred to the Project Manager for a final decision or interpretation.

1.4 - Intent of Contract Documents:

The Contract Documents are intended to include all items necessary to complete the Work. Contractor shall perform the Work and incidental construction in the manner specified in the Contract and shall furnish all materials, labor, tools, equipment, and incidentals necessary to complete the Work. When through inadvertence or otherwise, the Contract Documents omit to require any work necessary for completion, Contractor shall be required to perform such work. Plans and specifications are intended to be complimentary. Work or materials called for by one shall be binding as if called for by all.

When information concerning underground, subsurface, or other concealed conditions, borings, soil analysis, utility locations or conditions, test pits, buried structures, condition of existing structures, and other investigations have been provided by the Forest Preserve to Contractor such information has been made available for Contractor's convenience and is not part of the Contract. The Forest Preserve shall not be responsible for the accuracy of such information. The Contractor shall not interpret such information as a guarantee by the Forest Preserve, either express or implied, that indicated conditions are representative of those existing throughout the Work, or at any particular location, or that the indicated condition may not change or that unanticipated conditions may not be present. The Contractor is responsible for its familiarity with the Work site and all relevant site conditions.

Contractor shall notify Project Manager of discrepancies, errors, or omissions in the Contract Documents before proceeding with the affected work. When Contractor fails to notify Project Manager, then the subsequent decision of Project Manager as to which Contract provision shall govern shall be final. Corrective work required by the Project Manager shall not entitle Contractor to damages, increase in Contract price, or extension of Contract time.

The Forest Preserve reserves the right to prepare supplementary plans showing any additional or revised details for construction purposes not shown on the Contract plans.

ARTICLE II

Forest Preserve Rights and Responsibilities

2.1 - Responsibility:

The Forest Preserve recognizes that the Contractor is an expert in the manner in which the Contract work is to be performed. Contractor shall be solely responsible for the maintenance of safe equipment and use of proper construction methods and procedures. The Forest Preserve has the right to ascertain and require that the Work product comply with the Contract as provided in the General Conditions, Article III, Section 3.6.

2.2 - Authority of Project Manager:

Work shall be subject at all times to the supervision and direction of the Project Manager or any other designated employee of the Forest Preserve. Project Manager shall determine the amount of completed work that is to be paid for under the Contract. Project Manager shall decide all questions concerning the quality and acceptability of furnished materials, work performed, rate of progress, measurement of quantities, interpretation of the plans and specifications, and acceptable fulfillment of the Contract. Project Manager's determination and decision shall be final and conclusive.

Contractor shall propose and discuss the Work schedule with the Project Manager and shall take into account the needs of the Forest Preserve and requirements of the Contract in scheduling the Work. Contractor remains solely responsible for its performance of the Contract and the completion of the Work.

2.3 - Authority of Inspectors:

Inspectors employed by the Forest Preserve other than Project Manager shall be authorized to inspect work and materials and to perform other duties designated by Project Manager. The inspector shall not be authorized to alter or waive Contract provisions, issue instructions contrary to the Contract Documents, or act as foreman for Contractor.

2.4 – Forest Preserve's Right to Do Work:

The Forest Preserve reserves the right to perform or have performed other work at the project site. Contractor shall afford the Forest Preserve and other contractors reasonable opportunity for the execution of other work and shall properly coordinate the Work with other work.

When Contractor fails to perform work or any provision of the Contract, the Forest Preserve, after three (3) business days written notice to Contractor and surety, may without prejudice to any other remedy, execute or have such work executed as may be deemed necessary and recover from Contractor all resulting costs, expenses, losses, or damages, including attorney's fees and administrative expenses.

2.5 - Alterations, Extensions and Deductions:

The Forest Preserve reserves the right to extend or shorten the Work, alter the plans, add incidental work, and increase or decrease quantities of work to be performed to accord with these changes, including the cancellation or deduction of any one or more of the work items. Changes shall not be considered as a waiver of Contract conditions. The Forest Preserve reserves the right to make alterations, extensions, and deductions to the Contract without notice to the Surety.

Alterations, extensions, and deductions shall be authorized by a written change order issued by Project Manager and signed by Contractor before work is started. Change orders shall state the items of work involved, changes in Contract amount, and any extension in completion time. Claims for extra work which have not been authorized by a written change order will be rejected. All change orders will be subject to the approval procedures set forth in the Forest Preserve's Procurement Ordinance.

Should a change order result in an increase from the original Contract price that is fifty percent (50%) or more of the original Contract price or that authorizes or necessitates any increase in the Contract or a subcontract under the Contract that is fifty percent (50%) or more of the original or subcontract price, then that portion of the Contract that is covered by that change order must be resubmitted for bidding in the same order that the original Contract was bid.

The value of any change shall be determined by one or more of the following methods:

By an approved Lump Sum.

By Unit Prices given in the Contract or subsequently agreed upon.

By a supplemental schedule of prices incorporated into the Contract.

Time and material plus percentage. This method of cost shall be used on Contractor's actual costs for time and material plus twenty percent (20%) for Contractor's overhead and profit. Contractor's actual costs shall be the direct costs for labor, payroll insurance, payroll taxes, materials, and equipment.

2.6 - Right to Suspend Work:

Contractor will be notified in writing by Project Manager when the Work is to be suspended wholly or in part for such periods deemed necessary due to 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, Article III, Section 3.6, during periods of suspension. No additional compensation shall be paid to Contractor because of such suspension. Contractor shall not suspend the Work without written authorization of Project Manager.

2.7 - Occupancy Prior to Final Acceptance:

The Forest Preserve reserves the right to occupy any part of the Work prior to final acceptance. Such occupancy shall be conducted in a manner as not to damage the Work or to interfere with the Work progress. Occupancy shall not be construed as an acceptance of the Work or release of Contractor's responsibilities to protect the Work.

2.8 - Discharge of Employees:

When any person employed by Contractor fails to perform the Work according to the Contract, appears to be incompetent, or exhibits disorderly conduct or improper manner, such person shall be immediately removed from the Work on written request of Project Manager. Contractor shall have no claim for damages, for compensation in excess of the Contract price, or for 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, Project Manager may suspend the Work as provided in the General Conditions, Article II, Section 2.6.

2.9 - Contract Termination by Forest Preserve:

The Forest Preserve may terminate the Contract—upon certification of the Project Manager that sufficient cause exists to justify such action and without prejudice to any other available right or remedy—if any of the following occurs: the Contractor (1) files for bankruptcy, (2) makes a general assignment for the benefit of creditors, (3) appoints a receiver on account of his/her insolvency, fails to supply enough properly skilled workmen or proper materials, or fails to make prompt payment to subcontractors or for materials or labor, or (6) disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, (7) fails to fix any rejected, defective or unsuitable work, (8) fails to perform the Work in conformance with the plans and specifications or otherwise fails to assure the Forest Preserve of its ability to complete the Work, or (9) substantially violates a provision of the Contract.

If the Forest Preserve elects to terminate the Contract, it shall give Contractor and surety 48 hours written notice and then may take possession of the site and may finish the Work by whatever method the Forest Preserve deems expedient. In such case, Contractor shall not be entitled to receive further payment until the Work is finished. When the unpaid balance of the Contract price exceeds the expense incurred by the Forest Preserve to finish the Work, such excess shall be paid to Contractor. When the expense incurred by the Forest Preserve to finish the Work exceeds such unpaid balance, Contractor shall pay the difference to the Forest Preserve.

ARTICLE III Contractor Responsibilities

3.1 - Contractor Responsibilities to Project Manager:

Contractor shall notify Project Manager, in writing, a minimum of three (3) business days in advance of beginning the Work. Contractor shall notify Project Manager one (1) business day in advance of all grading, drainage, and other major items of construction for field checking of construction engineering. Questions pertaining to the plans, specifications, and details of the Work shall be directed to Project Manager in writing and resolved by the Project Manager prior to construction.

Copies of material delivery tickets shall be furnished to Project Manager.

Contractor shall make available at the work site, for reference by Project Manager or inspector, a complete copy of Contract Documents showing revisions, additions, and copies of change orders.

3.2 - Contract Termination by Contractor:

When the Work is stopped for a period of thirty (30) calendar days due to a court order, an order of another public authority having jurisdiction, or some other government act (all unrelated to the Contractor or its performance of the Work) or because the Forest Preserve has not made payment when such payment is required under the General Conditions, Article V, Section 5.2, Contractor may terminate the Contract upon seven (7) calendar days written notice to the Forest Preserve. Contractor shall recover from the Forest Preserve payment for executed work and for proven loss sustained upon materials, equipment, tools, construction equipment, and machinery, including reasonable profit and damages.

3.3 - Superintendence:

Contractor shall keep a competent Superintendent at the work site at all times who shall have the knowledge and control of the Work and the authority to act for the Contractor and to direct and coordinate the Work, and who shall communicate solely with the Project Manager.

3.4 - Subcontractors and Suppliers:

Contractor shall provide a list of subcontractors and suppliers to Project Manager for approval prior to commencing the Work. Subcontracts shall include a provision binding the subcontractor or supplier to all provisions of the Contract. 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 Project Manager. 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.

Contractor shall report to the Forest Preserve whether any subcontractors or suppliers performing Work or providing supplies under this Contract qualify as a "Small Business," "Minority Business Enterprise," "Female Business Enterprise," and "Persons with Disabilities Enterprise," as defined under Illinois law.

3.5 - Use of Site:

Contractor shall confine equipment, material storage, and workmen operations to limits indicated by law, ordinances, permits, or directions of Project Manager, and shall not unreasonably encumber the site with materials or cause inconvenience to the Forest Preserve, public, or other contractors. Contractor's responsibilities for usage of the site shall include:

A. Temporary Facilities:

1. Utilities: Contractor shall obtain permits, provide, and make payment for such utilities as water, electricity, heat/air, telephone, and waste disposal when necessary in performing the Work.
2. Buildings: Contractor shall obtain permits, provide, and make payment for temporary structures such as offices, sheds, trailers, and sanitary facilities, and necessary maintenance of structures in performing the Work.

B. Construction Aids:

1. Pumping: When during construction, standing water caused by heavy rains or poor drainage becomes a hazard to the Work, Contractor shall provide and make payment for removal of water to existing drainage swales, storm sewers, or other natural or man-made drainageways.
2. Ladders and Hoists: Contractor shall provide the necessary ladders and hoists in performing the Work.
3. Temporary Roads: Contractor shall provide and make payment for temporary roads necessary or access to and within the site during the Work.

C. Storage: Materials and equipment shall be stored in a manner that preserves their quality and fitness for the Work. When necessary, materials and equipment shall be placed under cover, on wooden platforms or other hard, clean surfaces, and not on the ground. Private property shall not be used for storage purposes without written permission from the owner of the property. Location of any storage area is subject to approval of the Project Manager.

D. Parking: Contractor's construction vehicles parked on the site shall not inhibit construction or prevent access for emergency or other official vehicles. Parking areas are subject to Project Manager's approval.

3.6 - Work Site Safety:

Contractor shall be solely responsible for providing and maintaining safe conditions at the work site, including the safety of persons and property and shall comply with applicable laws and safety regulations to prevent injury to persons or damage to property, including all Occupational Safety and Health Administration (OSHA) laws and regulations. This requirement shall apply continuously and shall not be limited to normal working hours. Whenever public or private property is damaged, Contractor shall at his/her own expense, restore such property to a condition equal to that existing before the damage was done. Contractor shall also be responsible for damage to the Work by actions of the elements or from any other cause whatsoever and shall restore the Work at his/her own expense. When the Work is opened for usage by written order of the Project Manager, the said damage to the Work shall not be due to the Contractor's fault or negligence.

Contractor shall have no claim against the Forest Preserve because of any damage or loss to the Work or to Contractor's equipment, materials or supplies from any cause, including damage or loss due to simultaneous work by others. Existing property corners, disturbed or lost during construction, shall be replaced by a registered Land Surveyor at Contractor's expense.

When Project Manager deems any operation, condition, or practice to be unsafe, Contractor shall take corrective action before affected work is resumed. More specifically, the Contractor shall protect:

A. Public and Adjacent Property: Contractor shall protect public and adjacent properties, including roadways, and shall use necessary precautions to prevent damage or injury thereto.

B. Present Structures: Contractor shall prevent damage to pipes, conduits, and other underground structures, as well as fences, monuments, or other above-ground structures.

C. Vegetation: Vegetation not marked for removal shall not be cut trimmed or damaged except with the approval and under the direction of Project Manager. Contractor shall provide on-site traffic patterns away from existing vegetation, shall provide necessary ramps, and shall not park vehicles near or under existing vegetation. Methods for ramps, staking, bark protection, and snow fencing shall be developed by Contractor and approved by Project Manager prior to commencing the Work. Contractor shall not park or maneuver equipment or stockpile materials within ten (10) feet of tree drip lines or plants to be protected. Vegetation damaged during construction is subject to replacement at Contractor's expense.

D. Forest Preserve Employees and Public: Contractor shall protect Forest Preserve employees and the public by, including but not limited to, placing and maintaining barricades, warning signs, flags, lights, and temporary passageways around construction areas, covering holes, properly storing materials and equipment, and providing other suitable methods for the protection of said persons.

3.7 - Labor, Equipment, and Methods:

Contractor shall at all times employ sufficient labor and equipment for prosecuting the Work in a quality manner within the time specified. Workers shall have sufficient experience and skill to properly perform the Work and operate the equipment.

Equipment used on the Work shall be of such type, size, and amount and in such mechanical condition as to meet the requirements of the Work and produce a satisfactory quality of work. Contractor shall replace unsatisfactory equipment and furnish additional equipment when deemed necessary by Project Manager.

The specified methods and equipment shall be used in the prosecution of the Work unless otherwise authorized by Project Manager. Contractor may make a written request to Project Manager to use a method or type of equipment other than those specified. The request shall include a description of the proposed methods and equipment and an explanation of the reasons for the substitution. When Project Manager authorizes trial use of the substitution, Contractor shall be responsible for producing the work in conformance with the Contract. When Project Manager determines that the trial method or equipment does not conform to the Contract requirements, Contractor shall discontinue use of the substitute method or equipment and shall complete the remaining work with the specified methods or equipment. Contractor shall remove defective work and replace it with work meeting the Contract requirements or take other corrective action as necessary to meet the Contract requirements. The Contractor will not be entitled to any increase in payment or extension of Contract time as a result of the Project Manager authorizing a change in methods or equipment under these provisions.

3.8 - Overtime:

Any overtime costs shall be incurred by the Contractor.

ARTICLE IV Prosecution and Progress

4.1 - Inspection and Testing:

Materials and equipment to be used in the Work shall be subject at all times during fabrication and manufacture to tests and inspections as specified or designated by Project Manager. Contractor shall give advance notice to permit tests or inspections to be performed prior to incorporating materials or equipment into the Work. Without charge to the Forest Preserve, Contractor shall furnish such amounts of materials needed for testing and shall afford the inspector such facilities required for collecting samples and making inspections. Unless otherwise specified, the Forest Preserve will bear the cost of inspections and testing of materials.

4.2 - Submittals:

Contractor shall submit to Project Manager required shop drawings, product data, and samples concerning materials and equipment. Project Manager's review and approval of required submittal shall be for the sole purpose of examining the general details and design of the proposed work and shall not be regarded as an assumption of risk or liability by the Forest Preserve. Equipment and materials installed or used without such review shall be at risk of rejection and replacement by Contractor at no cost to the Forest Preserve. Submittals shall become part of the Contract Documents. Contractor shall be responsible for any delay in the Work due to a delay in providing required submittals.

Unless otherwise specified, equipment and materials are to be new and of best quality. Materials, equipment, or work having a well-known, technical, or trade meaning but not specifically defined in the Contract Documents, shall be construed in accordance with such well known meaning recognized by Architects, Engineers, and tradesmen.

4.3 - Removal of Defective Work:

Project Manager may reject and require correction of the Work that does not conform to the Contract Documents. Contractor shall correct condemned workmanship and immediately remove and replace rejected materials and equipment without charge to the Forest Preserve. When Contractor fails to correct condemned work and remove rejected materials and equipment from the premises, the Forest Preserve reserves the right to perform such work as provided in the General Conditions, Article II, Section 2.4.

Until final payment, all Work shall be subject to inspection and testing by the Forest Preserve or its designated representative, including removing or uncovering finished work. Contractor shall provide access and assistance required by the Forest Preserve for such inspection and testing and shall furnish necessary facilities, labor, and materials for such removal and approved replacement.

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 labor and materials involved in inspection and reconstruction, plus twenty percent (20%) shall be allowed Contractor by the Forest Preserve.

4.4 - Completion Date:

Contractor warrants that the commencement and completion dates specified in the Invitation for Bids is reasonable time for completion of the Work for the Contract price taking into consideration natural and man-made conditions that may affect the Work or work site.

A. Request for Extension: Requests for extension of time to complete shall be made in writing to Project Manager not more than five (5) calendar days after commencement of the delay. Project Manager shall review the request and the circumstances surrounding the request and shall issue a written extension of time to complete when so warranted.

B. Compensation: No compensation other than the extension of the Contract time, shall be made to Contractor because of delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by the Forest Preserve or any other party and whether avoidable or unavoidable.

C. Liquidated Damages: Time is of the essence to the contract. Should the Contractor fail to complete the work by the completion date specified in the Invitation for Bids or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Forest Preserve the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The Contractor agrees that the costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Forest Preserve during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total Work of the contract even though the Work may be substantially complete. The Forest Preserve will deduct these liquidated damages from any monies due or to become due to the Contractor from the Forest Preserve. The liquidated damages shall be in addition to and not in lieu of any other rights and remedies the Forest Preserve has under the Contract for the Contractor's failure to timely perform.

Schedule of Deductions for Each Day of Overrun in Contract Time		
Original Contract Amount		Daily Charges
From More Than	To and Including	Calendar Day
\$ 0	\$ 100,000	\$ 475
100,000	500,000	750
500,000	1,000,000	1,025
1,000,000	3,000,000	1,275
3,000,000	6,000,000	1,425
6,000,000	12,000,000	2,300
12,000,000	And over	6,775

4.5 - Construction Schedules and Meetings:

Contractor shall submit construction schedules and attend project meetings as outlined below and specified by the Project Manager.

A. Pre-Construction Meeting: After issuance of the Notice to Proceed and prior to commencing the Work, Contractor and Project Manager shall attend a site meeting to address project components and review the construction schedule.

B. Progress Reports: Contractor shall provide Project Manager weekly progress reports. Variances from the construction schedule shall be explained and discussed with Project Manager for approval.

C. Construction Meetings: Project update meetings shall be scheduled throughout the prosecution of the Work as required by Project Manager or Contractor.

4.6 - Cleaning Up:

Contractor shall keep the project site and adjoining premises free from accumulation of waste material or rubbish caused by his/her employees or work. Upon completion of the Work, Contractor shall remove equipment, rubbish, tools, and surplus materials from the site and adjoining premises. When Contractor fails to do so within five (5) calendar days of a written request by the Project Manager, the Forest Preserve may remove the items and deduct the cost of such removal from Contractor's final payment.

4.7 - Correction of Work After Final Payment:

Partial or final payment of any Contract provision shall not relieve Contractor's responsibility for correcting defects in the Work performed. Contractor shall correct defects as provided in the General Conditions, Article VI, Section 6.2.

ARTICLE V Payment

5.1 - Contract Breakdown:

Prior to the first request for payment on a lump sum contract, Contractor shall submit a breakdown of the Proposal to Project Manager. The breakdown shall consist of major items and subdivisions of the construction work.

5.2 - Payment:

Contractor may request partial payments based on estimates of work completed. Payment requests shall be submitted to the Project Manager no later than the 20th day of each month. The estimate shall be a sworn statement of work completed to date. Payment requests shall be submitted directly to the Forest Preserve for approval at the Board of Commissioner's regular meeting on the second Thursday of each month. Failure to submit payment requests by the 20th day of each month will result in a minimum of one-month delay in payment. Contractor acknowledges and accepts that no payment, partial or otherwise, will be made unless Contractor has complied with all provision of the Prevailing Wage Act as detailed in Section 7.4.

A. Amount Due and Retainage: The amount due in each payment request shall be based on the estimate for items of work completed to date and shall be expressed as a percentage of the total. The corresponding cost for each item shall be shown and totaled showing the total cost of work, less ten (10%) percent to be withheld, giving the amount requested for payment. Previous payments and balance to complete shall be shown on pay requests.

B. Partial Payment for Stored Material: Payment requests may be included for materials received and stored properly and safely at the site. Payment, however, shall not relieve Contractor of the responsibility for care, protection, and installation of materials. Restoration of damaged materials shall be Contractor's responsibility.

C. Payment For Items Omitted When Partially Complete: Acceptable materials ordered by Contractor or delivered to the work site prior to the date of its cancellation or alteration by the Project Manager shall be purchased from Contractor by the Forest Preserve at actual cost and shall become Forest Preserve property; or at the option of the Project Manager, the unused acceptable materials shall remain Contractor's property and he/she shall be paid the actual cost for freight, unloading, and hauling costs, less the actual salvage value.

D. Waivers of Lien: Payment requests, including final payment, shall be accompanied by appropriate waivers of lien as acceptable evidence of payment by Contractor of current accounts incurred as part of the Contract. Failure to provide waivers of lien with each payment request shall result in a withholding of payment until waivers are received by the Forest Preserve.

E. Payment Withholding: The Forest Preserve reserves the right to temporarily withhold payment from any pay request submitted by Contractor due to the delay in the progress or completion of the Work, failure of Contractor to document a pay request, inability of Contractor to complete the Work, or any other failure of Contractor to perform the Work in accordance with the Contract Documents.

F. Final Inspection: Project Manager shall make a final inspection of the Work after Contractor notifies the Forest Preserve that the Work is substantially complete. Project Manager shall review the Work and notify Contractor in writing of all Punch List items, if any, to be corrected or completed. Following Contractor's completion of all Punch List work, Project Manager shall provide a written notice of final acceptance to Contractor.

G. Final Payment: Upon completion of the Work in accordance with the Contract Documents and final acceptance by Project Manager, Contractor shall submit final waivers of lien, a final request for payment including the ten (10%) percent withheld, and any issued keys. Final payment shall be made by the Forest Preserve within sixty (60) calendar days after receipt of the above items.

ARTICLE VI

Financial Assurances

6.1 - Bonding:

Contractor shall submit and maintain a Performance Bond and a Labor and Materials Payment Bond for an amount equal to 100% of the Contract. The Surety shall be a corporation licensed to do such business in the State of Illinois and must be acceptable to the Forest Preserve. Bonds shall guarantee the faithful performance of the work in accordance with the Contract, payment of indebtedness incurred for labor and materials, and guaranteed correction of work for a period of one (1) year after final payment. Bonds shall state that the surety waives notice of any change in the terms of the Contract occurring after the execution and delivery of such bonds. Premiums on bonds shall be paid by Contractor. Bonds shall include provisions to guarantee the faithful performance of prevailing wage laws.

If at any time the Forest Preserve becomes dissatisfied with the Surety, or for any other reason such Bonds shall cease to be adequate security for the Forest Preserve, Contractor shall within five (5) calendar days after receiving written notice to do so, substitute acceptable Bonds in such form and sum signed by such other Surety satisfactory to the Forest Preserve, at no cost to the Forest Preserve.

6.2 - Guarantee:

Contractor guarantees that materials, equipment, and workmanship shall be free from defects for a period of one (1) year from the date of completion and final acceptance. Corrective replacement shall be made by Contractor, at no expense to the Forest Preserve, within thirty (30) calendar days after written notification by the Forest Preserve. When Contractor fails to correct any such defects of the Work as provided in this Article, the Forest Preserve reserves the right to correct the Work at the Contractor's expense as provided in the General Conditions, Article II, Section 2.4.

6.3 - Insurance:

Contractor shall furnish the Forest Preserve with a Certificate of Insurance in duplicate within ten (10) calendar days of Award of Contract showing coverage of required insurance. Certificates of Insurance shall be in a form acceptable to the Forest Preserve and shall (1) be signed by the insurance company or authorized agent; (2) certify the name and address of the insured party; (3) describe the work covered by the insurance; (4) display insurance policy numbers; (5) outline limits of policy coverage and expiration date; (6) specifically state the "Forest Preserve District of Will County is additionally named insured under the policy"; and (7) provide certification that the policy will not be modified, amended, changed, cancelled, or terminated without thirty (30) business days prior written notice to the Forest Preserve.

Contractor shall keep the required insurance in force during performance of the Contract. Contractor shall not commence work under the Contract until the required insurance has been obtained and Certificates of Insurance furnished to the Forest Preserve. When an umbrella or excess coverage policy is used, the Forest Preserve reserves the right to require a copy of the entire policy. Insurance shall be in form and substance issued by companies satisfactory to the Forest Preserve, shall provide primary coverage for the Forest Preserve, and shall meet the minimum requirements set forth in the attached Exhibit A.

ARTICLE VII Legal Requirements

7.1 - Indemnification:

Contractor shall protect, defend, indemnify, and hold harmless the Forest Preserve, its officers, commissioners, employees, representatives, and agents from and against all claims, actions, suits, judgments, settlements, awards, costs, losses, and expenses, including attorneys' fees and administrative expenses, and liabilities of whatsoever kind or nature arising in whole or in part out of:

- A. Contractor's performance of, or failure to perform, the Work in accordance with the terms of the Contract.
- B. Infringement (actual or claimed) on patents, copyrights, trademarks or trade names by reason of any work performed or to be performed by Contractor under the Contract or by reason of anything to be supplied by Contractor pursuant to the Contract;
- C. Bodily injury, including death, to any person or persons (including Contractor's officers, employees, agents, and servants) or damage to or destruction of property, including the loss of use thereof and any environmental damages:
 - 1) caused in whole or in part by any act, error or omissions by Contractor, subcontractor, or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder;
 - 2) arising directly or indirectly out of the presence of any person in or about any part of the project site or in the streets, sidewalks, and property adjacent thereto; or
 - 3) arising directly or indirectly out of the use, misuse, or failure of any machinery or equipment used directly or indirectly in the performance of the Contract.

7.2 - Laws and Permits:

Contractor shall at all times observe and comply with federal, state, and local laws, regulations, and ordinances which in any manner affect the conduct of the Work. Complaints, claims, or actions brought against Contractor for failure to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of Contractor and shall in no way extend to or expose the Forest Preserve to liability as provided in the General Conditions, Article VII, Section 7.1.

Contractor shall perform all work and use only those materials conforming to municipal, county, state, and federal codes regarding health, safety, and welfare. The Forest Preserve shall not be held responsible for failure of work or materials that do not conform to codes.

Prior to beginning the Work, Contractor shall obtain all necessary permits, licenses, and approvals, pay charges and fees, and give notices necessary and incident to the due and lawful prosecution of the Work. Contractor shall pay royalties of patented items and shall indemnify and hold harmless the Forest Preserve as provided in the General Conditions, Article VII, Section 7.1.

7.3 - Fair Employment Practices:

Contractor shall comply with the provisions of the Illinois Human Rights Act and the Illinois Department of Human Right's Equal Opportunity Clause, 44 Ill. Admin. Code 750, incorporated by reference and attached as Exhibit B, and all other applicable employment laws and regulations during the performance of the Contract.

Failure of Contractor to comply with the Act and the Equal Employment Opportunity Clause will result in cancellation of the Contract and possible sanctions or penalties as provided by statute or regulation.

7.4 - Prevailing Wage Act:

Contractor recognizes that the Forest Preserve is a public body which is subject to the Prevailing Wage Act, 820 ILCS 130/0.01, et seq (referred to as "Act" in this subsection). Contractor shall comply at all times with the provisions of the current Act, as well as any amendments thereto. Failure of Contractor to

comply with the Act, including but not limited to the section of records, provision of certified monthly payroll reports, and any and all rules and regulations promulgated by the State of Illinois with regard to the Act, will result in the cancellation of the Contract. Contractor expressly waives any right for recovering damages due to Contract cancellation based on its failure to comply with the Act.

The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("Department") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

When the Illinois Department of Labor revises the prevailing rate of wages, these revised rates shall apply to the Contract. It will be the responsibility of the Contractor to obtain the revised rates from the Illinois Department of Labor and apply them appropriately throughout the duration of the Work.

Contractor shall maintain accurate records of the names, occupations, and wages paid to each laborer, worker, and mechanic employed in connection with the Work. Contractor shall provide one copy of a monthly certified payroll consisting of a complete record of all laborers, mechanics, and other workers employed by it on the Work including worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of each work day. Contractor shall supply a second copy of a monthly certified payroll consisting of a complete record of all laborers, mechanics, and other workers employed by them on the Work including worker's name, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of each work day. For its reporting, Contractor shall use the Illinois Department of Labor's Certified Transcript of Payroll Form (IL452CM02), available on the Department of Labor's website. Contractor shall allow the Forest Preserve access to these records for inspection purposes at any reasonable hour and upon reasonable notice. In the event Contractor fails to comply with the provisions of the Act, Contractor shall indemnify and hold harmless the Forest Preserve, its officers, employees, and agents from any and all liability arising from any violation of the Act. Contractor acknowledges and accepts that it will not receive any payment under the Contract unless it is in compliance with all provisions of the Act. Violations of the Act may result in penalties as provided in the Act.

7.5 - Employment of Illinois Workers:

Contractor recognizes that the Forest Preserve is a public body which is subject to the Employment of Illinois Workers on Public Work Projects Act, Illinois Revised Statutes, 30 ILCS 570, sec.1-7. Contractor shall comply at all times with provisions of the Act. Failure of Contractor to comply with the Act, and any rules or regulations promulgated by the State of Illinois with regard to the Act, will result in the cancellation of the Contract. Contractor expressly waives any right for recovering damages due to Contract cancellation for failure to comply with the Act.

Contractor shall maintain accurate records of the names and addresses of workers employed by it, whether skilled, semi-skilled, or unskilled, and whether manual or non-manual.

In the event Contractor fails to comply with the provisions of the Act, Contractor shall indemnify and hold harmless the Forest Preserve as provided in the General Conditions, Article VII, Section 7.1.

7.6 Substance Abuse Prevention:

The Contractor shall comply with and cause all subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) (referred to as the "Act" in this subsection) and any other applicable laws and regulations governing substance use in the workplace. Prior to commencing the Work, the Contractor shall have in place a written program which meets or exceeds the program requirements in the Act and shall provide a copy of that program to the Forest Preserve.

Failure by the Contractor to comply with the requirements of the Act shall constitute a material default of the Contract and shall give the Forest Preserve the right to pursue any remedy available to it at law or in equity, including termination of this Contract for cause in the Forest Preserve's sole discretion and any other remedy as provided in this Contract. In the event of a default hereunder, Contractor shall also pay to the Forest Preserve all damages the Forest Preserve is entitled to under this Contract that arise from the default, together with interest, costs, and the Forest Preserve's reasonable attorney fees.

ARTICLE VIII Miscellaneous Provisions

8.1 – Freedom of Information Act:

This contract and all related public records maintained by, provided to, or required to be provided to the Forest Preserve are subject to the Illinois Freedom of Information Act, 5 ILCS 140.

8.2 Audit/Retention of Records:

Contractor and its subcontractors shall maintain books and records relating to the performance of this Contract and any subcontract necessary to support amounts charged to the Forest Preserve pursuant to this Contract or subcontract. All records, including electronic records, shall be maintained by the Contractor for a period of three (3) years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract.

If Federal funds are used to pay contract costs, the Contractor and its subcontractors must retain their respective records for five (5) years.

All such records related to the Contract are subject to an audit by representatives of the Forest Preserve, upon reasonable notice and during normal business hours, and the Contractor and any subcontractors shall not impose a charge for any audit or examination of the records.

8.3 Assignment:

This contract may not be assigned or transferred in whole or in part by the Contractor without the prior written consent of the Forest Preserve.

8.4 Amendments:

The parties agree that this Contract and all Exhibits attached hereto may be amended only by the mutual, written consent of the parties by means of the same procedures used to adopt this Contract and authorize its execution in the first instance.

8.5 Governing Law:

The laws, cases and statutes of the State of Illinois shall govern the validity, performance and enforcement of this A. Venue for any dispute related to or arising out of this Contract shall be in the Circuit Court of Will County.

8.6 Severability:

If any provisions of this Contract are held to be invalid, such provisions shall be deemed to be excised therefrom, and the invalidity thereof shall not affect any of the other provisions contained herein, which provisions shall be enforceable to the fullest extent possible.

\$50 Permit Fee Required

SPECIAL USE PERMIT APPLICATION

Construction Research Education Utilities FPDWC Project Other

Organization Requesting Permit

Organization:

Address: City: State: Zip:

Contact Person:

E-Mail:

Phone: Cell: Fax:

Sub-Contractor Information

Sub-Contractor/Organization:

Address: City: State: Zip:

Sub-Contractor Contact Person:

E-Mail:

Phone: Cell: Fax:

Vehicle Information

(Post in Car Window if Vehicle is not in designated parking area or extended hours)

Number of Vehicles:

Number in Group:

Description of Vehicles with License Plate Numbers:

Preserve:

Location within Preserve:

Description of Work:

Will anything be removed from the preserve? Yes No If yes, describe:

Will anything be left on site? Yes No If yes, describe.

Permit Start Date:

Permit End Date:

Permitted Days of Week:

Permitted Hours:

Standard Conditions:

- If construction/soil disturbance is being done on District property, please provide proof of JULIE notification prior to excavation work. Project number assigned by JULIE is:
- Provide proof that all required sign-offs and permits have been secured.
- Provide proof of Certificate of Liability Insurance for no less than \$1,000,000.00 that states "The Forest Preserve District of Will County is additionally insured with respect to the General Liability policy." Send to Attn: Matt Ruhter, 17540 W. Laraway Road, Joliet, IL 60433.
- Project area will be restored to pre-existing condition if impacted by the project, or restored as approved by the District in writing.
- Warning signs and other safety measures taken.
- Copy of Permit displayed in front window of vehicle described on Page 1 when accessing preserve from non-designated areas.

Joint Committee on Administrative Rules
ADMINISTRATIVE CODE

**TITLE 44: GOVERNMENT CONTRACTS, GRANTMAKING, PROCUREMENT AND
PROPERTY MANAGEMENT**
SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES
CHAPTER X: DEPARTMENT OF HUMAN RIGHTS
PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES
SECTION 750.APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Section 750.APPENDIX A Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the

Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

- 5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)

SPECIAL CONDITIONS

The following Special Conditions supplement the General Conditions, all of which apply to and govern implementation of Riverview Farmstead Barn & Settlement House: Exterior Preparation, Priming And Staining.

In case of conflict with any part or parts of said documents, these Special Conditions shall take precedence and shall govern.

1. Prevailing Wages (Applicable)

- A. Prevailing Wages apply to this work. Contractor is required to submit all Certified Transcript of Payroll Forms as per Illinois Department of Labor, Illinois Compiled Statute 820 ILCS 130/) Prevailing Wage Act.

Technical Specifications Riverview Farmstead Barn & Settlement House: Exterior Preparation, Priming And Staining

<u>Specification</u>	<u>Page Number</u>
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II. Permits	2
III. Materials	2
IV. Work	2
V. Location	3
VI. Contract Duration	3
VII. Exhibit 1	4
VIII. Exhibit 2	4

I. Description

A. Preparation and Stain

These specifications cover complete pressure washing all areas of the building intended to be stained, using a mold/mildew cleaner, One coat of stain blocking primer and two coats of Exterior Latex Satin or Flat Stain depending on which Structure. The work described includes the furnishing of all materials, equipment, supplies, and tools. Also, the performance of all labor and services, and all incidentals necessary to complete the buildings.

II. Permits

A. The Contractor shall be required to obtain any needed permits.

III. Materials

A. Wood

If necessary, the repair or replacement of any damaged wood.

B. Pressure Washer Solvent

Shall be approved environmentally safe and contain mold and mildew stain remover.

C. Primer

First Coat Exterior Stain Blocking Primer Purchased from Sherwin Williams

D. Stain

2 coats of Exterior Latex Based Stain, Flat for the Barn, Satin for the Settlement House Both Purchased from Sherwin Williams and Color to be Approved by the Owner.

E. Storage

All materials for the job shall at all times be mobile and not stored in a roadway, parking lot or walk area, unless otherwise agreed upon by the district.

IV. Work

A. Pedestrian Traffic Control/Safety

The contractor is responsible for blocking off areas under maintenance work from pedestrian traffic as well as directing traffic around the area in a safe manner.

B. Clean Up

Surrounding areas adjacent to the work area shall be left in clean condition. Clean up is incidental to the unit price.

C. Execution

The contractor shall protect from damage any areas intended to remain untouched. The contractor shall be responsible for replacement if damages occur to areas not intended for preparation and stain.

D. Scope of Work

Work schedule must be approved prior to work commencing thru the Contact listed. Based on the location of the work being a programmatic structure.

E. Damage

Any damage to the grounds, structures shall be repaired or replaced by the Contractor as determined by the District, at the Contractor's expense.

F. Costs

Costs shall be all-inclusive, including but not limited to labor, materials, fuel consumption, disposal fees, setup/mobilization, etc. Any and all fees incurred by the contractor are considered incidental to the job and shall not be remunerated by the Forest Preserve District of Will County. All work billed by the contractor will be subject to inspection as set forth herein by the District before payment is made. The Forest Preserve District of Will County is a tax-exempt organization.

V. Location

A. Riverview Farmstead Barn is located at 5204 Book Road, Naperville, IL 60564.

B. Riverview Farmstead Settlement House is located at 5212 Book Road, Naperville, IL 60564.

VI. Contract Duration

A. Work shall be completed in accordance with the Contract Documents by October 31, 2024, as provided in the General Conditions, Article IV, Section 4.4.

EXHIBIT 1
Riverview Farmstead Barn
Approximately 5,031 Square Feet



EXHIBIT 2
Riverview Farmstead Settlement House
Approximately 1,440 Square Feet



Proposal Form

Contractor Name: _____

1. Project Identification:

Riverview Farmstead Barn & Settlement House: Exterior Preparation, Priming and Staining

2. Bid Opening:

Date: Friday, May 10, 2024

Time: 8:30 A.M. Central Time

Place: Forest Preserve District of Will County
Sugar Creek Administration Center
17540 W. Laraway Road
Joliet, Illinois 60433

3. References:

Contractor shall submit a minimum of 3 references confirming their ability to perform the proposed work in a quality and timely manner.

<u>Contact Person</u>	<u>Company Name/Address/City/Phone/email</u>	<u>Date Work Completed</u>
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A. _____	_____	_____
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B. _____	_____	_____
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() _____

C. _____	_____	_____
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() _____

Contractor Name: _____

Project Identification: Riverview Farmstead Barn & Settlement House: Exterior Preparation, Priming and Staining

4. Contract Document Checklist:

The following is a checklist of documents which should appear in the Bid packet. Bidder shall complete the checklist and contact the Forest Preserve if any of the documents have been omitted.

Section	No. of Pages	Yes	No
Invitation for Bids	2	<input type="checkbox"/>	<input type="checkbox"/>
Instructions to Bidders	3	<input type="checkbox"/>	<input type="checkbox"/>
General Conditions	20	<input type="checkbox"/>	<input type="checkbox"/>
Special Conditions	1	<input type="checkbox"/>	<input type="checkbox"/>
Technical Specifications	4	<input type="checkbox"/>	<input type="checkbox"/>
Proposal Form	6	<input type="checkbox"/>	<input type="checkbox"/>

5. Acknowledgments:

A. Apprenticeship or Training Program Certification for all construction contracts:

The Forest Preserve District of Will County Procurement Ordinance No. 419 requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

- IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

Contractor Name: _____

Project Identification: Riverview Farmstead Barn & Settlement House: Exterior Preparation, Priming and Staining

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Forest Preserve at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Does not apply Yes No

B. Receipt and Understanding of Documents and Inspection of Work Site: Bidder has received and examined a complete set of Contract Documents and understands the meaning of their content. Bidder also has inspected the Project's Work Site. Bidder shall willingly comply with the guidelines set forth in the Contract Documents and waives all rights to claim misunderstanding regarding the same.

Yes No

C. Non-Collusion: Bidder declares that the only person or parties interested in this proposal are those names herein and that the proposal is made without collusion with any other person, firm, or corporation.

Yes No

D. Small Business Enterprise Initiative: Bidder has reviewed the Instructions to Bidders, Section 5, and qualifies as the following:

Small Business Enterprise	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Minority Business Enterprise	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Female Business Enterprise	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Persons with Disabilities Enterprise	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If your business does not qualify under any of these categories check here. Does Not Apply

The Forest Preserve reserves the right to require Bidder to submit documentation of the above information at the time of contract award.

E. Addendum: Bidder acknowledges receipt of the following addendum to the Contract and has attached the addendum to the Proposal Form. When addenda to the Contract were not issued, indicate "None."

Addendum Number Date of Addendum

F. Legal Obligations: Contractor and its subcontractors shall at all times observe and comply with all federal, state, and local laws, regulations, and ordinances that in any manner affect the conduct of the Work, including all anti-discrimination, prevailing wage, and safety laws.

Contractor Name: _____

Project Identification: Riverview Farmstead Barn & Settlement House: Exterior Preparation, Priming and Staining

6. Subcontractors:

When chosen as the successful Contractor, the products and services of the following subcontractors will be used in the completion of the Contract. All listed subcontractors, and the substitution of any of those listed below, shall be subject to approval by Project Manager prior to the start of their work on the project. Attach additional sheets as necessary. Please indicate if a subcontractor qualifies under the Forest Preserve's Small Business Enterprise Initiative outlined in Section 5 of the Instructions to Bidders. When no subcontractors are to be used, indicate "None."

Name/Firm	Company Name/Address/City/Phone/email	Work to be Performed/ Materials to Provide
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A. _____	_____	_____
<input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> PDBE	_____	
	()	

B. _____	_____	_____
<input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> PDBE	_____	
	()	

C. _____	_____	_____
<input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> PDBE	_____	
	()	

D. _____	_____	_____
<input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> PDBE	_____	
	()	

Contractor Name: _____

Project Identification: Riverview Farmstead Barn & Settlement House: Exterior Preparation, Priming and Staining

7. Price Schedule:

TOTAL BASE BID AMOUNT (summation of item totals which are the extension of the unit costs multiplied by the quantity)

_____ Dollars
and _____ Cents (\$ _____)

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
<u>BASE BID:</u>					
1	Riverview Farmstead Barn: Exterior Preparation, Priming & Staining	1	L.S.	\$	\$
2	Riverview Farmstead Settlement House: Exterior Preparation, Priming & Staining	1	L.S.	\$	\$
BASE BID TOTAL:					\$

All Lump Sum and Unit Cost Items contained in this Proposal Form must be completed by the Contractor in accordance with Section 6 of the Instructions to Bidders. The Forest Preserve retains the right to accept or reject incomplete bids in accordance with Section 6 of the Invitation to Bids.

Contractor Name: _____

Project Identification: Riverview Farmstead Barn & Settlement House: Exterior Preparation, Priming and Staining

8. Contractor Information:

Contractor/Firm _____ (Seal)

Submitted By _____

Name _____ Title _____

Address _____

Street _____

City _____ State _____ Zip _____

Telephone _____ Fax _____ Email _____

I HEREBY CERTIFY THAT IF THE ABOVE BID IS ACCEPTED BY THE FOREST PRESERVE DISTRICT OF WILL COUNTY, THE UNDERSIGNED WILL ENTER INTO A CONTRACT WITH THE FOREST PRESERVE AND WILL PERFORM AND GUARANTEE THE WORK AS SPECIFIED IN THE CONTRACT DOCUMENTS.

Signature _____ Date _____