



WILL COUNTY, ILLINOIS

JENNIFER BERTINO-TARRANT
WILL COUNTY EXECUTIVE

KEVIN LYNN
DIRECTOR

PURCHASING DEPARTMENT

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County Office Building
302 N. Chicago Street
Joliet, IL 60432

June 6, 2022

To Whom It May Concern:

You are invited to submit your proposal for Condensate Hauling Services from the Prairie View Landfill Renewable Natural Gas Facility for the Will County Land Use Department in Wilmington, IL.

A 10% Bid Bond or Cashier's Check made payable to the Will County Treasurer must accompany your bid, or it will not be considered.

Responses to this solicitation will be received by the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago Street, Joliet, IL, 60432, **NOT LATER THAN 11:00 AM, on Friday, June 17, 2022.**

Responses to this Request for Proposal (RFP) will be reviewed by the Will County Executive or her representative who reserves the right to accept or reject any or all responses received as a result of this solicitation.

Should you have any questions regarding this RFP, please submit them in writing to Kevin Lynn, Purchasing Director, at klynn@willcountyillinois.com.

We welcome your response.

Sincerely,

Kevin Lynn

REQUEST FOR PROPOSAL (RFP) FOR CONDENSATE HAULING SERVICES FROM THE PRAIRIE VIEW LANDFILL RENEWABLE NATURAL GAS FACILITY FOR THE WILL COUNTY LAND USE DEPARTMENT IN WILMINGTON, IL

RESPONSES TO THIS REQUEST FOR PROPOSAL (RFP) FOR CONDENSATE HAULING SERVICES FROM THE PRAIRIE VIEW LANDFILL RENEWABLE NATURAL GAS FACILITY FOR THE WILL COUNTY LAND USE DEPARTMENT IN WILMINGTON, IL WILL BE RECEIVED AT THE PURCHASING DEPARTMENT, 2ND FLOOR OF THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST. JOLIET, IL 60432, UNTIL THE HOUR OF 11:00 AM, ON FRIDAY, JUNE 17, 2022.

RESPONSES TO THIS RFP WILL BE REVIEWED BY THE COUNTY EXECUTIVE OR HER REPRESENTATIVE TEAM WHO RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL RESPONSES RECEIVED AS A RESULT OF THIS SOLICITATION.

THIS RFP IS AVAILABLE IN ELECTRONIC FORMAT AT www.willcountyillinois.com, AND www.demandstar.com, AS WELL AS THE PURCHASING DEPARTMENT, 2ND FLOOR, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, (815) 740-4712 OR BY EMAIL purchasing@willcountyillinois.com.

RESPONSES TO THIS RFP SHALL BE CONSTRUED AS ACCEPTANCE OF THE TERMS AND CONDITIONS INCLUDED WITHIN THIS SOLICITATION. THE COUNTY OF WILL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL RESPONSES RECEIVED AS A RESULT OF THIS SOLICITATION.

BY ORDER OF THE WILL COUNTY EXECUTIVE, JENNIFER BERTINO-TARRANT.

INSTRUCTIONS TO RESPONDENTS
REQUEST FOR PROPOSAL (RFP) FOR CONDENSATE HAULING SERVICES FROM THE
PRAIRIE VIEW LANDFILL RENEWABLE NATURAL GAS FACILITY FOR THE WILL
COUNTY LAND USE DEPARTMENT IN WILMINGTON, IL.

You are invited to submit your proposal for Condensate Hauling Services from the Prairie View Landfill Renewable Natural Gas Facility for the Will County Land Use Department in Wilmington, IL.

A. SEALED RESPONSES:

Sealed responses will be received in the Purchasing Department, 2nd floor of the Will County Office Building located at 302 N. Chicago Street, Joliet, IL, 60432, **not later than 11:00 AM, Friday, June 17, 2022.** **RESPONSES RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

Responses must be made in accordance with the instructions contained herein.

Responses to this RFP must contain one (1) clearly marked original plus three (3) copies and one (1) electronic copy on an electronic storage device. The **RESPONSES WHICH FAIL TO INCLUDE ONE (1) CLEARLY MARKED ORIGINAL, THREE (3) COPIES AND ONE (1) ELECTRONIC COPY ON AN ELECTRONIC STORAGE DEVICE WILL BE DEEMED NON-CONFORMING, AND WILL BE REJECTED.**

Responses shall be submitted in the format prescribed by the County of Will in a sealed package, plainly marked, with the Respondent's name, address, and the notation:

REQUEST FOR PROPOSAL (RFP) FOR CONDENSATE HAULING SERVICES FROM THE
PRAIRIE VIEW LANDFILL RENEWABLE NATURAL GAS FACILITY FOR THE WILL
COUNTY LAND USE DEPARTMENT IN WILMINGTON, IL

RESPONSES DUE: FRIDAY, JUNE 17, 2022 - 11:00 AM

Responses shall be addressed to the Will County Purchasing Department, Will County Office Building, 302 N. Chicago Street, Joliet, IL, 60432.

B. SIGNATURES:

The **signature on all documents must** be that of an authorized representative of the Respondent. An officer or agent of the offering respondent who is empowered to bind the firm in a contract shall sign all documents and any clarifications therein.

Each respondent represents that he has read and understands the RFP Submittal Requirements.

Responses not containing said signed documents shall be deemed non-conforming and will be rejected.

C. PRIME CONTRACTOR CERTIFICATION:

Included in this RFP is a prime Contractor certification form. This form must be filled out and returned with your sealed response or it **will not be accepted and shall be deemed non-conforming.**

D. SUBMITTAL REQUIREMENTS:

The information submitted for review shall include:

1. 10% Bid Bond or Cashier's Check
2. Signed copy of Prime Contractor Certification
3. Signed Bid Forms
4. Signed Receipt of Addenda Form

E. TAX EXEMPTION:

The County of Will is exempt from Federal, State and Municipal Taxes.

F. REJECTION OF RESPONSES:

The respondent acknowledges the right of the County of Will to accept and/or reject any and all responses received as a result of this solicitation.

G. NON-DISCRIMINATION:

The successful respondent shall observe and comply with any law, statute, regulation or the like relating in any way to civil rights including but not limited to 775 ILCS 10/1.

H. EQUAL EMPLOYMENT OPPORTUNITY:

The successful respondent 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

I. DEFAULT:

In case of default by the successful respondent, the County of Will may procure the services from other sources and may deduct from the unpaid balance due the successful respondent any of its costs resulting from the default, and the prices paid by the County of Will shall be considered the prevailing market price at the time such purchase is made.

J. HOLD HARMLESS CLAUSE:

The successful respondent will save and hold harmless the County of Will from and against all causes of action, liabilities, claims, demands and damages of whatsoever kind or nature arising out of or connected with the performance of services by the successful respondent, whether such injury, death, loss or damage shall have been occasioned by the negligence of the successful respondent, or a sub-consultant of the successful respondent, or their employees, or otherwise. The successful respondent will defend at its own expense any actions based thereon and shall pay all charges of reasonable attorneys, all costs, damages and other expenses arising therefrom. All obligations arising from this clause shall survive termination of the agreement resulting from award of a contract derived from this RFP.

K. TERMINATION:

The County may, at any time during the term hereof, terminate the contract, with or without cause, upon thirty (30) days written notice to the other party of such termination. At the end of said thirty (30) days' notice period, the contract shall be terminated.

The successful respondent may only terminate the contract for cause. In the event of a breach by the County, the successful respondent shall give written notice to the County and the County shall have thirty (30) days to cure such breach. If within the thirty (30) days to cure the breach, the County serves written notice to the successful respondent that County disputes the breach, the Parties shall negotiate in good faith to resolve the dispute. If after thirty (30) days the parties are unable to resolve the dispute suit may be filed in the Twelfth Judicial Circuit of Will County, Illinois.

Immediately upon the termination of the contract for any reason, all debts, obligations and liabilities theretofore accrued between the successful respondent and Will County will be paid, performed and discharged except for the provisions of the Hold Harmless Clause which shall survive any termination of the Agreement resulting from the award of this proposal.

L. COMPLIANCE WITH APPLICABLE LAW:

In all aspects relative to the performance of their respective obligations under this contract, the successful respondent and County of Will shall conduct their respective businesses in accordance with all applicable federal, state and local laws.

M. CHOICE OF LAW

Responses to this RFP and any agreement connected herewith shall be governed by the laws of the State of Illinois, without regard to conflict of law provisions.

N. VENUE

Venue for any cause of action related to this RFP and any agreement connected herewith shall be filed with the Illinois Twelfth Judicial Circuit, Will County, Illinois.

O. ILLINOIS FREEDOM OF INFORMATION ACT

Any and all submissions to the County of Will become the property of the County of Will and these and any late submissions will not be returned. **Responses will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your response that we treat certain information as exempt. We will not honor requests to exempt entire responses. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. If you request exempt treatment, you must submit an additional copy of the response with exempt information deleted.** This copy must tell the general nature of the material removed and shall retain as much of the response as possible. In the event the County of Will receives a request for a document submitted, the County of Will shall provide notice to the respondent, as soon as practicable. Regardless, the respondent will be responsible for any costs or damages associated with defending any request for exempt treatment. Furthermore, respondent warrants that County of Will's responses to requests for

a document submitted that is not requested to be exempt will not violate the rights of any third party.

Please be advised that if your response is accepted by the County of Will and a contract between the respondent and County of Will results after subsequent negotiations, all related records maintained by, provided to, or required to be provided to the County of Will during the contract duration are subject to FOIA. **Unless you request in your response that we treat certain information as exempt, documents will be treated as public information in their entirety. We will not honor requests to exempt entire documents. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. If you request exempt treatment, you must submit an additional copy of the response with exempt information deleted.** This copy must tell the general nature of the material removed and shall retain as much of the response as possible. Respondent will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, respondent will warrant that County of Will's responses to requests for a document relating to the respondent, its provision of services, or the arranging for the provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Please also be advised that FOIA provides that any record in the possession of a party with whom the County of Will has contracted to perform a governmental function on behalf of the County of Will, and that directly relates to the governmental function and is not otherwise exempt under FOIA is considered a public record of the County of Will for purposes of FOIA (5 ILCS 140/7(2)). As such, upon request by the County of Will (or any of its officers, agents, employees or officials), the respondent shall provide to the County of Will at no cost and within the timeframes of FOIA, a copy of any "public record" as required by FOIA and in compliance with the provisions of FOIA. After request by the County of Will, the respondent may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, the respondent will be responsible for any costs or damages associated with defending the request for exempt treatment.

SPECIFICATIONS AND BID PROPOSAL FOR CONDENSATE HAULING SERVICES FROM PRAIRIE VIEW LANDFILL RENEWABLE NATURAL GAS FACILITY IN WILMINGTON, IL

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SECTION 1: INTRODUCTION

1.A. DESCRIPTION OF WORK

DESCRIPTION OF WORK

The County is accepting sealed bids from qualified, environmentally responsible contractors for hauling non-hazardous condensate from the Prairie View Landfill Renewable Natural Gas (RNG) facility located at 29736 S. Prairieview Dr, Wilmington, Illinois 60481 to a County approved Treatment Facility. Condensate hauling or volume is not guaranteed.

Contractor shall be responsible for furnishing all equipment, labor, and documentation and paying any and all costs and fees associated with providing for the proper hauling of condensate to satisfy all existing and future requirements of the Environmental Protection Agency (EPA), Illinois Environmental Protection Agency (IEPA) and U.S. Department of Transportation (USDOT).

The transport and proper discharge of condensate shall be completed immediately following collection. No other wastes shall be added or substituted for condensate collection discharge under this contract, unless written pre-approval has been received from the County, through its Project Representative.

Prairie View Landfill RNG condensate must be discharged at a County approved Treatment Facility. The County will make payment directly to the treatment facility for discharges of condensate.

The RNG plant is currently being developed and the County anticipates that commissioning and testing will begin in June 2022. The condensate will be produced at an approximate rate of 1.5 gallons per minute, 24 hours per day, seven days a week by the RNG plant operations. Plant operations may be shutdown periodically due to filter media replacement and other plant maintenance or operational interruptions. Condensate hauling will begin at the earliest in August 2022. Two 18,000-gallon frac tanks will be receiving and holding the condensate at the RNG plant. The frac tank load system will include a pump with a 350 gallon per minute or greater pumping capacity. A successful respondent must have the capability of collecting condensate before the frac tank load system reaches full capacity to prevent shut-down of the RNG plant, which cannot operate when frac tanks reach overall capacity of 36,000 gallons.

TERM OF AGREEMENT

The initial contract will be a three (3) year term, commencing upon execution by all parties.

Contractor shall perform until the end of the awarded contract period.

END OF SUB-SECTION - DESCRIPTION OF WORK

1.B. BIDDER'S QUALIFICATION REQUIREMENTS

DESCRIPTION

To qualify as a responsible Bidder for the project, a Bidder must demonstrate that they and any chosen sub-contractor(s) meet the minimum experience requirements specified herein and provide references from corresponding projects. The expectation is that any sub-contractor(s) as submitted by Bidder within these qualifications will be used as the respective project team. Any change to a sub-contractor is subject to review and approval by County.

Contractors shall indicate their qualifications, and/or their sub-contractor's qualifications (corporate experience and references as well as individual experience) on the form *SUB-SECTION 4.C: BIDDER'S QUALIFICATION STATEMENT* found in *SECTION 4: BID SUBMITTAL* of these specifications and shall submit the completed form and supporting documentation with their bid submittals.

Bidders shall also meet the requirements as outlined in *SUB-SECTION 2.B: BID SUBMITTAL REQUIREMENTS*, Disqualification of Bidders.

END OF SUB-SECTION – 1.B BIDDER'S QUALIFICATION REQUIREMENTS

1.C SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

The following Supplementary Conditions supplement the General Conditions. In case of conflict with any part or parts of said Conditions, the Supplementary Conditions shall take precedence and shall govern over the General Conditions.

GENERAL CONDITIONS

Items indicated within General Conditions, that are not called for in the SUB-SECTION 4.A: BID PROPOSAL FORM of SECTION 4: BID SUBMITTAL of these Conditions, that are incidental to the Contract shall be part of this project and Contractor will be held responsible for these items.

CONTRACTOR RESPONSIBILITY TO COUNTY PROJECT REPRESENTATIVE

All questions pertaining to Plans or Details of the Work shall be directed to the County Project Representative and cleared, prior to proceeding.

Any work performed without authorization of the County Project Representative will not be paid for and may be required to be removed as work that is non-conforming.

TICKETS FOR LABOR AND MATERIAL

Copies of all manifests and tickets or timesheets for labor and material shall be provided to the County Project Representative with invoices. Contractor shall provide pre-printed and numbered manifests.

SUBSTANCE ABUSE PREVENTION PROGRAMS

To the extent required by law, Contractor will comply and cause all its sub-contractors to comply and insert appropriate provisions in their contract regarding Substance Abuse Prevention Programs, 820 ILCS 265/15.

CONTRACTOR WORK SCHEDULE

Contractor may work during Prairie View Landfill Facility hours. Regular hours are 6 am to 3:30 pm. Contractor may work before or after regular hours upon approval from the County Project Representative. Work schedule will also be dependent on the hours of operation of the approved condensate disposal facility.

END OF SUB-SECTION – 1.C SUPPLEMENTARY CONDITIONS

END OF SECTION 1 - INTRODUCTION

SECTION 2: GENERAL CONDITIONS

2.A DEFINITION OF TERMS

DESCRIPTION

Whenever in the contract documents, the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

AWARD

The decision of the County to accept the bid/proposal submittal or portions of one or more submittals of the lowest qualified and responsible Bidder/Respondent that is in the best interest of the County. The decision of County in such regard is final and binding upon Bidder/Respondent. Acceptance is conditioned upon execution of the contract documents in form satisfactory to County and its Attorney and further conditioned upon the delivery of the certificate(s) of insurance as required herein.

PROPOSAL SUBMITTAL

The written offer of Bidder/Respondent to perform the proposed work and to furnish the labor and materials at the prices quoted.

RESPONDENT

Any individual, firm, partnership, or corporation submitting a proposal submittal for the Work contemplated, acting directly or through a duly authorized representative.

CHANGE ORDER

The written authorization of County for Contractor to proceed with alterations, cancellations, extensions, or deductions to the original plans. The authorization shall outline the items or work involved and agreed method of payment.

CONTRACT

The written agreement between Contractor and Will County setting forth the obligations of the parties, thereunder including, but not limited to, the performance of the Work and the furnishing of labor and materials for the Work. The Contract includes the BID PROPOSAL, BID PROPOSAL FORM, *SCHEDULE OF UNIT PRICES*, contract form, and certificate of insurance, as well as conditions plans, any and all addenda, any and all agreements, supplemental agreements, and any and all supplementary conditions.

CONTRACTOR

Bidder awarded the contract for the Work.

DAY

The term day as used in the Contract Documents shall mean calendar day.

EIA Index

US Energy Information Administration's gasoline and diesel fuel prices calculated on weekly basis by US region found at eia.gov/petroleum/gasdiesel/

PAY REQUEST

An invoice shall be submitted as the pay request. Costs stated on invoice shall only be costs stated within the Contract. Invoice shall indicate volume in gallons for each load hauled to the Treatment Facility. Final Treatment Facility destination shall be indicated on invoice. Copies of manifests, load tickets, and other load related documentation shall be included within invoice. Certified payroll shall be included with invoice. Pay requests may be submitted no more than weekly.

PROJECT REPRESENTATIVE

Will County's Director of Resource Recovery & Energy Division, or an authorized agent of the County of Will, acting within the scope of the particular duties entrusted to them.

INCIDENTAL TO

The cost of the Work or material referred to shall be included in the cost of the contract or the cost of another item for which payment is to be made.

ONSITE STORAGE TANKS

Two frac tanks that are 18,000 gallon in capacity with total 36,000 gallon capacity located at RNG Plant and designed to receive gas condensate. Heat tracing and circulating pumps installed to prevent frozen conditions. Load out pump with 350 gallon per minute or greater capacity.

SPECIFICATIONS

The body of directions, provisions, conditions, and requirements contained herein, or in any supplement to this document referred to in the supplementary conditions, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing the Work, the quantities, or the quality of materials to be furnished under the contract.

TREATMENT FACILITY

Treatment Facility also known as Wastewater Treatment Plant (WWTP), Water Reclamation Facility or Pre-treatment Facility previously approved by County through facility and County approval procedures, agreements, documentation, and required permits.

THE WORK

The services advertised for bids, described in the *BID PROPOSAL FORM* of *SECTION 4: BID SUBMITTAL* of these specifications, indicated on the plans, and covered in the general conditions, specifications, supplementary conditions, contract, authorized alterations, extensions and deductions, and supplementary agreements or any part or parts thereof, including labor, tools, equipment, and materials, necessary for the satisfactory completion of the services.

END OF SUB-SECTION – 2.A DEFINITION OF TERMS

2.B. BID SUBMITTAL REQUIREMENTS

CONTENTS OF PROPOSAL

The proposal states the location and description of the Work contemplated, including the approximate quantities and kinds of Work to be performed or materials to be furnished, and will have a schedule of items for which bid prices are invited. The Specifications will also state the time in which the Work must be completed, the amount of proposal guarantees, and the requirements pertaining to labor.

The plans, specifications and other documents designated in the Specifications and Bid Proposal, including any addendum officially issued by the County, will be considered a part of the bid submittal whether attached or not.

INTERPRETATION OF ESTIMATE OF QUANTITIES

An estimate of quantities of work to be done and materials to be furnished under the specifications is given in the proposal. It is believed to be correct, but it is given only as a basis for comparison of the proposals and the award of the contract.

The County does not agree expressly or by implication that the actual quantities involved will correspond exactly therewith; nor shall Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, locations or other conditions pertaining to the Work.

Payment will be made at the contract prices specified. No allowance will be made for any changes in anticipated profits due to an increase or decrease in the original estimate of quantities. The County reserves the right to omit any items entirely or to increase or decrease any or all items as provided in *SUB-SECTION 2.C: SCOPE OF WORK* (Alterations, Cancellations, Extensions and Deductions) in *SECTION 2: GENERAL CONDITIONS* of these specifications.

PREPARATION OF THE SUBMITTAL

Bidder shall submit their proposal on the *ALL FORMS* furnished by the County in *SECTION 4: PROPOSAL SUBMITTAL* of these specifications. The proposal submittal shall be executed properly and shall be made for all items indicated in the forms, except that when alternate proposals are requested, a proposal on more than one alternate for each item is not required, unless *SUB-SECTION 1.C: SUPPLEMENTARY CONDITIONS* provides otherwise. Bidder shall indicate, in figures, a price or lump sum for each of the separate items called for in the *BID PROPOSAL FORM*. All writing shall be with ink or typewriter, except the signature of Bidder, which shall be written with ink.

If the proposal submittal is made by an individual, his name and business address shall be shown. If made by a firm or partnership, the name and business address of each member of the firm or partnership shall be shown. If made by a corporation the proposal

submittal shall show the names, titles, and business addresses of the president, secretary, and treasurer, and the seal of the corporation shall be affixed and attested by the secretary.

ALTERNATE PROPOSALS

Unsolicited alternate proposals will not be considered in awarding the contract and the inclusion of such unsolicited alternates by Bidder will result in the proposal submittal being considered informal and liable to rejection.

OWNERSHIP AND PLANS AND SPECIFICATIONS

All Plans and Specifications and copies thereof furnished by Will County are the property of Will County and shall not to be used in any manner other than as specifically authorized by Will County.

COMPETENCY OF BIDDERS

Before an award is made, Bidder may, at the option of the County, be required to answer a questionnaire relating to contractor's experience, the volume of work contractor currently has, any failure(s) to fulfill contractual obligation(s) under other contract(s), contractor's inventory of and condition of equipment available, and an outline of plans for conducting the work

DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for disqualification of a Bidder and for rejection of his proposal submittal:

- a) Lack of competency and adequate machinery or equipment as revealed by financial statement or experience questionnaire.
- b) Incomplete work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- c) Failure to pay or satisfactorily settle, all bills due for labor or materials on former contracts in force at the time of issuance of proposals.
- d) Default under previous contracts.
- e) Unsatisfactory performance record as shown by past work or services, judged from the standpoint of workmanship, progress, responsiveness to client, timeliness, compliance with laws, rules and regulations.
- f) Financial condition which, in the sole opinion of the County, is insufficient to justify County's belief that Bidder will be able to perform the work or deliver service to its completion in a satisfactory manner.
- g) Failure to complete work or deliver services according to schedule on previous County contracts.
- h) One or more claims filed against Bidder's Performance Bond or Labor and Material Payment Bond.
- i) Unsatisfactory references.

2.C. SCOPE OF WORK

INTENT OF THE PLANS AND SPECIFICATIONS

The intent of the plans and specifications is to prescribe a complete outline of the Work which Contractor undertakes to do in full compliance with the contract. Contractor shall perform all the Work as may be necessary to complete the Work according to the plans and specifications and in a substantial and acceptable manner. Contractor shall furnish and pay for all required materials, equipment, tools, labor, documentation, and incidentals, unless otherwise provided in the contract, and shall include the cost of these items in the prices bid for the several units of work.

ALTERATIONS, CANCELLATIONS, EXTENSIONS AND DEDUCTIONS

Will County reserves the right to extend or shorten the Work, add such incidental work as may be necessary, and increase or decrease the quantities of work to be performed to accord with such changes, including the deduction or cancellation of any one or more of the Work items. Such changes shall not be considered as a waiver of any condition of the Contract.

All alterations, cancellations, extensions, and deductions, except those which require a supplemental agreement, shall be authorized in writing by a Change Order issued by the County before the Work is started. The Change Order shall set up the items of work involved and the method of payment for each item. The Change Order shall also state whether an extension of time will be allowed for the completion of the contract and, if an extension is granted, the date on which the contract is to be completed. Claims for extra work which have not been authorized in writing by a change order will be rejected.

PERIODIC AND FINAL CLEANUP

Contractor shall at all times, and at his own expense, keep the Work site free from accumulation of waste material, rubbish and unused material caused by his work or employees. Upon failure to do so within five (5) calendar days from the date of the written request by the Project Representative, the Work may be done by the County and the cost thereof be charged to Contractor and be deducted from the next payment(s) due until County is fully compensated.

END OF SUB-SECTION – 2.C SCOPE OF WORK

2.D. CONTROL OF THE WORK

AUTHORITY OF PROJECT REPRESENTATIVE

All work may be inspected by the Project Representative and performed to his satisfaction. He shall decide all questions which arise as to the quality and acceptability of work performed, rate of progress of the Work, acceptable fulfillment of the contract, compensation, and disputes under the specifications. He shall determine the amount and quality of the Work performed and materials furnished. His decision and estimate shall be final, and his estimate shall be a condition precedent to the right of Contractor to receive money due him under the contract.

The Project Representative will notify Contractor in writing if the Work is to be suspended wholly or in part due to the failure of Contractor to carry out provisions of the contract; for failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the Work; or for any condition or reason deemed to be in the public interest.

In case of failure on the part of Contractor to execute the Work ordered by the Project Representative, the Project Representative may, at the expiration of a period of 24 hours, after giving notice in writing to Contractor, proceed to execute or have such work executed as maybe deemed necessary, and the cost thereof shall be deducted from compensation due, or which may become due Contractor under the contract.

CONFORMITY WITH PLANS AND SPECIFICATIONS

Contractor shall take no advantage of any apparent error or omission in the plans or Specifications, and the Project Representative shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and Specifications.

In the event the Project Representative finds the Work performed is not in conformity with the plans and specifications including tolerances and has resulted in inferior or unsatisfactory Work the Work shall be corrected by and at the expense of Contractor.

COOPERATION BY CONTRACTOR

- (1) All questions pertaining to details of the Work shall be directed to the Project Representative in writing and cleared, prior to proceeding.
- (2) Copies of all manifests and tickets or timesheets for time, labor, documentation and material shall be submitted with the invoice and upon request, delivered to the Project Representative.

OBSERVATION OF WORK

Each part or detail of the Work shall be subject at all times to observation by the Project Representative or his authorized representatives, and Contractor will be held strictly to the true intent of the specifications regarding quality of workmanship or services, and the diligent execution of the contract. The Project Representative or his representatives shall be allowed access to all aspects of the Work and shall be furnished with such information and assistance by Contractor as is required to make a complete and detailed observation.

REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

Unacceptable work, whether the result of poor workmanship, use of defective materials, use of equipment with residual liquids or solids, damage through carelessness or any other cause, found to exist prior to the final acceptance of the Work, shall be remediated immediately and redone or replaced in an acceptable manner.

All work which has been rejected or condemned shall be remedied or removed and replaced in a manner approved by the Project Representative, by Contractor at his own expense. Upon failure on the part of Contractor to comply promptly with any order of the Project Representative made under the provisions of this article, the Project Representative shall, after giving written notice to Contractor, have the authority to cause defective work to be remedied, or removed, and to deduct the cost thereof from any compensation due or to become due Contractor.

END OF SUB-SECTION – 2.D CONTROL OF THE WORK

2.E. CONTROL OF MATERIALS AND EQUIPMENT

QUALITY OF MATERIALS

It is the intent of the specifications that first class materials and equipment shall be used throughout the Work. Only materials and equipment which conform to the requirements of these specifications shall be incorporated or utilized in the Work.

DEFECTIVE MATERIALS OR EQUIPMENT

All materials or equipment not conforming to the specifications shall be considered defective and shall be removed from the Work; if in place, they shall be removed by Contractor at his expense and replaced with acceptable material or equipment meeting the said specifications. No defective materials or equipment, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure of Contractor to comply with any order of the Project Representative pursuant to the provisions of this Article, the Project Representative shall have authority to remove and replace defective materials and equipment and to deduct the cost of the removal and replacement from any monies due or to become due Contractor.

END OF SUB-SECTION – 2.E CONTROL OF MATERIALS AND EQUIPMENT

2.F. LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

LAWS TO BE OBSERVED

Contractor shall always observe and comply with all applicable federal, state, and local laws, ordinances, rules and regulations which in any manner affect the conduct of the Work and all such orders or decrees as exist at present and which may be enacted in the future by any and all legislative bodies or tribunals having legal jurisdiction or authority over the Work and no plea of misunderstanding or ignorance thereof shall be considered. Contractor shall indemnify and hold harmless Will County and all its officers, employees, and servants against any claim or liability arising from or based on the violation of such law, ordinance, regulation, order or decree, whether by Contractor himself or his employees.

WORKER'S COMPENSATION INSURANCE

Contractor, prior to engaging upon the Work, shall procure, maintain, and keep in force at Contractor's expense, in accordance with the provision of the laws of the State of Illinois, workers' compensation and employer's liability insurance coverage including coverage for occupational disease for all of his employees engaged in the performance of services under the terms of the contract and in case any work is subcontracted, Contractor shall require such subcontractor to provide workers' compensation and employer's liability insurance including coverage for occupational disease for all of the subcontractor's employees unless such employees are covered by the protection afforded by Contractor. Contractor shall not allow any subcontractor to commence work until all required insurance is obtained by the subcontractor. Such insurance shall be kept in force for the full term of the contract and all Work accepted in accordance with the specifications, and it is hereby understood and agreed that the maintenance of such insurance upon said terms is part of the contract. Failure by Contractor or any subcontractor to maintain or provide evidence of such insurance may be considered as a breach of the contract.

Contractor shall furnish to County two (2) copies of Certificates of Insurance along with copies of the actual policies showing the coverages enumerated herein to be provided by Contractor and/or subcontractor by an insurance company or companies acceptable to and approved by County. Such insurance shall provide that no change, modifications of, or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to County.

Unless waived or modified by a written change order, workers compensation and employer's liability insurance coverage minimum limits requirements for Contractor and subcontractor areas follows:

- (1) Workers' Compensation. Limits shall be those required by applicable workers' compensation statutes for the State of Illinois.
- (2) Employers' Liability. Limits shall not be less than \$1,000,000 each accident/injury;

\$1,000,000 each employee/disease; \$1,000,000 policy limit.

LIABILITY AND PROPERTY INSURANCE

Contractor, prior to engaging upon the Work, shall procure, maintain, and keep in force at Contractor's expense all public liability insurance, including, but not limited to, commercial general liability, comprehensive motor vehicle liability insurance and excess or umbrella liability coverage necessary to protect, indemnify, and hold harmless the property, the Work, Will County, and its representatives, including, but not limited to, its officers, directors, elected and appointed officials, agents, employees, and servants, from any and all claims of bodily or personal injury including death and all claims for destruction or damage to property arising out of or in connection with the Work performed under this contract whether such work be by Contractor or by any subcontractor under him or by anyone directly or indirectly employed by Contractor or any subcontractor under him. Contractor shall not allow any subcontractor to commence work until all insurance coverages required of Contractor have been obtained by the subcontractor. Such insurance shall be kept in force for the full term of the contract and until all Work to be performed under the terms of the contract has been completed and accepted in accordance with the specifications, and it is hereby understood and agreed that the maintenance of such insurance upon said terms is part of the contract. Failure by Contractor or any subcontractor to maintain or provide evidence of such insurance may be considered as a breach of the contract.

Contractor shall furnish to the County two (2) copies of Certificates of Insurance showing the required coverages and limits and, if requested, copies of the actual policies evidencing the coverages enumerated in this Section to be provided by Contractor or subcontractor by an insurance company or companies acceptable to and approved by Will County. Such insurance coverages shall provide that no change in, modification of, or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to Will County.

Contractor shall procure from the insurance company and provide to Will County endorsements specifically naming Will County as an additional insured along with Contractor in the amounts specified for all coverages required in this Section. The endorsements shall protect the property, the Work, Will County, and its representatives, including, but not limited to, its officers, directors, elected and appointed officials, employees, agents, and servants from all claims of bodily or personal injury including death and all claims for destruction of or damage to property arising out of or in connection with any operations under this contract whether such operations be by Contractor or by any subcontractor under him or by anyone directly or indirectly employed by Contractor.

Unless waived or modified by a written change order, insurance coverage minimum limit requirements for Contractor and subcontractor are as follows:

- A. Commercial general liability coverage is to be written on an "occurrence" basis. General liability coverages shall include but not be limited to:
 1. Premises/Operations coverage
 2. Products/Completed operations

3. Contractual Liability Insurance (Coverage shall specifically include the indemnification process set forth in this contract.
4. Personal Injury (with employment exclusion deleted.)
5. Broad form property damage coverage.
6. Explosion, Collapse and Underground coverage.
7. Independent Contractor Liability coverage.

The above coverages shall be written for limits of not less than \$2,000,000 per occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit.

- B. Comprehensive motor vehicle liability coverage shall have limits for Contractor's owned, non-owned or rented vehicles of not less than \$2,000,000 bodily injury and property damage combined single limit. Vehicle liability insurance coverage must be endorsed with Form MCS-90 and Broadened Pollution Endorsement CA-9948.
- C. Umbrella/excess liability insurance shall be in force for a minimum limit of \$1,000,000 each occurrence bodily injury/property damage combined single limit. The umbrella coverage shall apply in excess above the limits stated in subparagraphs (A) and (B) above.
- D. Contractor shall purchase a policy of Owner's and Contractor's protective liability insurance at its sole cost and expense in the names of Will County for the duration of the contract. The limits of liability for Will County's and Contractor's protective coverage shall be not less than \$1,000,000 bodily injury and property damage combined single limit.
- E. Contractor shall purchase a policy of Owner's and Contractor's pollution liability insurance at its sole cost and expense in the names of Will County for the duration of the contract. The limits of liability for Will County's and Contractor's protective coverage shall be not less than \$10,000,000 per occurrence and \$10,000,000 aggregate.
- F. Contractor, prior to engaging upon the Work, shall procure, maintain, and keep in force, at Contractor's expense, all risk insurance enumerated from sections A. to E. above necessary to protect the property. Contractor shall not commence work until such insurance has been obtained. The Contractor shall procure all risks insurance against the perils of, but not limited to, fire and extended coverage (theft, vandalism, malicious mischief, collapse, temporary building and debris removal including demolition occasioned by enforcement of any applicable legal requirements) with Will County named as an additional insured in an amount which may vary with the extent of the Work completed but shall at all times be at least equal to the amount paid on account of the Work and materials, plus the value of the Work or materials furnished or delivered by Contractor but not paid for by Will County. Will County may at its option waive this requirement of property insurance in writing upon the written request of Contractor.

BARRICADES AND WARNING SIGNS

The barricades and signing of the areas required shall be the sole responsibility of Contractor at no additional compensation.

PROTECTION AND RESTORATION OF PROPERTY

Whenever public or private property is damaged or destroyed, Contractor shall at his own expense, restore such property to a condition equal to that existing before such damage, spill, or injury was done by repairing, rebuilding, remediating, or replacing it as may be directed, or he shall otherwise make good such damage or destruction in an acceptable manner. If he fails to do so, the Project Representative may, after the expiration of a period of 48 hours after giving him notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, Contractor under this contract.

HOLD HARMLESS AND INDEMNIFICATION

Contractor shall defend, save, keep and hold harmless Will County, its officers, employees, agents, engineers and consultants, from any and all claims, liabilities, causes of action, losses and damages that may at any time arise or be claimed by any person, including the officers, employees and agents of Contractor or its subcontractors, or the officers, employees, agents, engineers and consultants of Will County, as a result of bodily injury, sickness, disease, death or property damage allegedly arising out of or any manner connected with the Work to be performed

under this Contract, whether performed by Contractor, its employees, agents, or subcontractors, when such bodily injury, sickness, disease, death, or property damage is allegedly caused by an act or omission to act on the part of Contractor, its employees, agents or subcontractors, that constitutes, without limitation, negligence, creation or maintenance of a dangerous condition on public property, or intentional infliction of harm. In the event any person obtains a judgment or settlement against Will County or any of its officers, employees, agents, engineers, or consultants by reason of any of the aforementioned acts or omissions on the part of Contractor or its employees, agents, or subcontractors, Contractor shall indemnify Will County in the amount of said judgment or settlement and for all costs and expenses related thereto that may be incurred by Will County, including, without limitation, reasonable attorney fees.

Nothing in this article shall preclude Will County or its officers, employees, agents, engineers, or consultants from electing to defend any claim or cause of action through the use of their own attorneys and experts, provided that written notice thereof is served upon Contractor. In such case, Contractor shall, in addition to providing indemnification for any settlement or judgment as set forth above, pay all costs and expenses incurred in the defense of the claim or cause of action, including, without limitation, reasonable attorney fees.

WITHHOLDING OF PAYMENTS

In the event any claim or cause of action is brought against Will County or its officers, employees, agents, engineers or consultants by any person as the result of bodily injury, sickness, disease, death or property damage allegedly caused by an act or omission to act on the part of Contractor, its officers, employees, agents or subcontractors, in performing the Work, Will County may withhold from the sums due Contractor under this Contract an amount determined by Will County as sufficient to pay any defense costs and any potential settlement or judgment that Will County deems likely to arise.

JOB-SITE SAFETY

Caution should be always exercised by Contractor for the protection of persons and property. All training requirements, site safety rules and policies and all safety regulations and other provisions of applicable Federal, State, and local laws and environmental rules, regulations or codes shall be observed and is the responsibility of Contractor.

Contractor workers or subcontractors must attend any training required by the Prairie View Landfill or RNG facility prior to performing work under this contract.

The Work does not include standards or guidelines for safety. Contractor shall be solely responsible for the adequacy and safety of all methods and the safe prosecution of The Work, including but not limited to forms, falsework, scaffolding, trench protection, protective barricades, protective rails, and warning lights. IN NO EVENT SHALL COUNTY BE RESPONSIBLE FOR OR HAVE ANY OBLIGATION WITH RESPECT TO THE SAFETY OF PERSONS PERFORMING THE WORK PROVIDED FOR IN THIS CONTRACT.

Nothing in the foregoing paragraphs shall be construed as relieving Contractor from full responsibility for safe prosecution of The Work at all times. In the event County, its authorized representatives or Consultants are held by a court or administrative body to be liable for personal injuries or damages to personal injuries or damages to persons or property arising from deficiencies in job-site safety, Contractor shall promptly indemnify and hold them harmless therefrom as provided for in *HOLD HARMLESS AND INDEMNIFICATION ARTICLE* above hereof.

CONTRACTOR'S RESPONSIBILITY FOR WORK

The Work shall be under the charge and care of Contractor until final acceptance by the County. Contractor shall assume all responsibility for injury or damage arising out of the Work by action of the elements or from any other cause whatsoever, and shall rebuild, repair, restore and make good, at his expense, all injuries or damages arising out of the Work,.

ENFORCEMENT OF CONTRACT TERMS

Contractor shall indemnify the County and its officers, employees and agents for all costs and expenses, including reasonable attorney fees, incurred by the County and its officers, employees and agents in any legal proceeding or action, whether at law or equity, brought by the County and its officers, employees, and agents for the purpose of enforcing any provision of this Contract.

NO WAIVER OF LEGAL RIGHTS

The County shall not be precluded or stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefore, from showing the true amount and character of the Work performed and materials furnished by Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform in fact to the contract. The County shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from Contractor and his sureties such damages as it may sustain by reason of his failure to comply with the terms of the contract. Neither the acceptance by the County, or any representative of the County, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the County, shall operate as a waiver of any portion of the contract, or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

END OF SUB-SECTION – 2.F LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

2.G. PROSECUTION AND PROGRESS

WORKMEN, METHODS AND EQUIPMENT

Contractor shall at all times employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required. All workmen shall have sufficient skill and experience to perform properly the Work assigned to them. Workmen engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily.

Any person employed by Contractor or by any subcontractor who, in the opinion of the Project Representative, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Project Representative, be removed forthwith by Contractor or subcontractor employing such person, and shall not be employed again in any portion of the Work without the approval of the Project Representative.

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, the Project Representative may suspend the Work by written notice until such person(s) are removed as required above or until suitable and sufficient personnel for the proper prosecution of the Work are furnished.

All equipment which is proposed to be used on the Work shall be sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no injury to adjacent property or highways will result from its use.

All interior tanker trailer equipment to be used on the Work shall be cleaned prior to Work so that negative or detrimental effects are not caused to Treatment Facilities due to residuals from prior jobs not related to this Work.

The contract specifies that the Work be performed by the use of certain methods and equipment. Such methods and equipment shall be used unless others are authorized by the Project Representative. If Contractor desires to use a method or type of equipment other than specified in the contract, he may request authority from the Project Representative to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that Contractor will be fully responsible for producing work in conformity with contract requirements. If after trial use of the substituted methods or equipment, the Project Representative determines that the Work produced does not meet contract requirements, Contractor shall discontinue use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. No increase will be made in basis of payment for the items involved, nor in contract time as result of authorizing a change in methods or equipment under these provisions.

SUSPENSION OF WORK

The Project Representative shall have authority to suspend the Work wholly, or in part for such period of time as he may deem necessary, due to conditions unfavorable for the satisfactory prosecution of the Work, or to conditions which in his opinion warrant such action; or for such time as is necessary by reason of failure on the part of Contractor to carry out orders given, or to perform any or all provisions of the contract, or due to condensate incompatibility with approved disposal facility. No additional compensation will be paid Contractor because of any costs caused by such suspension; except when the suspension is ordered for reasons not resulting from any act or omission on the part of Contractor, and not related to weather conditions. If it becomes necessary to stop work for an indefinite period of time, Contractor shall store all material in such manner that they will not obstruct or impede the traveling public or become damaged in any way. Contractor shall not suspend Work without written authority from the Project Representative.

Liquidated damages shall not accrue during the period in which the Work is suspended by written approval of the Project Representative unless such suspension is due to the failure of Contractor to comply with the provisions of the contract.

END OF SUB-SECTION – 2.G PROSECUTION OF PROGRESS

2.H. MEASUREMENT AND PAYMENT

MEASUREMENT

The Work completed under this contract shall be measured according to United States Standard Measures. The method of measurement shall be described in the General Specifications and Special Provisions.

SCOPE OF PAYMENT

Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools and equipment; for performing all Work contemplated and embraced under the contract; for all loss or damage arising out of the nature of the Work and from the action of the elements; for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work until its final acceptance by the County; for all risks of every description connected with the prosecution of the Work; also, for all expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the Work as herein specified, or for any infringement of patents, trademarks or copyrights, and for completing the Work in an acceptable manner according to the plans and Specifications.

PAYMENT FOR WORK

Payment for all Work under this contract shall be based on a stipulated sum, fixed price, except as otherwise provided in *SUB-SECTION 2.C: SCOPE OF WORK* (Alterations, Cancellations, Extensions and Deductions) in the *SECTION 2: GENERAL CONDITIONS* of these Specifications or in the detailed specifications or special provisions for each class of work. Payments for work under this agreement will be governed by the Local Government Prompt Payment Act (50 ILCS 505).

LIEN AGAINST PUBLIC FUNDS

Notwithstanding any provisions of this contract to the contrary, Contractor agrees that if any person files with County a notice of mechanic's lien or lien against public funds, the County will withhold payment from Contractor an amount equal to the amount claimed in such notice without regard to the merits of the claim, until such time as Contractor presents to County, in form satisfactory to the Attorney, a complete release of such claim. Funds withheld from Contractor by County in accordance with this paragraph will be deducted by County from the next payment that would otherwise be due to Contractor after receipt by County of such notice, whether or not such payment is in respect to work performed by Contractor under this contract. All such funds withheld by County and on hand at the time of any default of the Contractor by the County for failure to perform all or any portion of this contract or the Work required thereby may be applied by the County toward the cost of completion of the Work by others.

END OF SUB-SECTION – 2.H MEASUREMENT AND PAYMENT

2.I. EQUAL EMPLOYMENT OPPORTUNITY

EQUAL EMPLOYMENT OPPORTUNITY

In the event of Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department") 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 contracts may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails, or refuses to cooperate with Contractor, in its efforts to comply with such Act and Rules and Regulations, Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Departments' Rules and Regulations, furnish all relevant information as from time to time be requested by the Department or the contracting agency, and in all respects, comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) That it 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 Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are

undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner, as with other provisions of this contract, Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors' and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith.

In addition, 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.

END OF SUB-SECTION – 2.1 EQUAL EMPLOYMENT OPPORTUNITY

**END OF SECTION 2 – GENERAL
CONDITIONS**

SECTION 3: GENERAL REQUIREMENTS

3.A PROJECT SUMMARY

REQUIREMENTS INCLUDE

- (1) Contractor shall be responsible for furnishing all equipment and labor and paying any and all costs or fees associated with providing for the proper hauling of condensate to satisfy all existing and future requirements of the Environmental Protection Agency (EPA), Illinois Environmental Protection Agency (IEPA) and U.S. Department of Transportation (USDOT).
- (2) Contractor shall comply with all facility requirements and procedures.
- (3) Contractor shall comply with all safety and training standards imposed by Federal, State, and local regulations, statutes, laws, ordinances, and facility rules and policies and be totally responsible for the safety of their employees to include providing any necessary or required personal protective equipment.
- (4) Interior of tanker trailer must be clean and free of residual liquids or solids prior to conducting services under this Contract.
- (5) A minimum of 5,500 gallons of condensate per load will be hauled at a time. Contractor shall load tanker truck to full capacity to maximize condensate volume hauled off site per load. A truck weigh scale shall be utilized to determine empty and full weight of truck to calculate condensate volume within full tanker truck. 8.34 pounds per gallon of condensate shall be used for calculation.
- (6) If 13,000 gallons or more condensate is present within either onsite tank after last load of condensate departs RNG site for day, Contractor should expect to be scheduled for the next work day. Monday through Friday are considered work days. Total volume of gas condensate within onsite tanks shall never be allowed to reach 26,000 gallons.
- (7) Payment for services will be based on costs within Section 4.B. Each load disposed at pre-approved Treatment facilities shall be charged one Unit Price For Fuel Cost Per Load, one Unit Price Per Load Hauled, and if applicable one Scale Fee and one Demurrage Fee. A demurrage fee may be charged when truck drivers are on site at Treatment Facility longer than one hour due to inability, upon arrival at Treatment Facility, to begin unloading due to: 1- Other tanker trailers waiting in line to be unloaded, 2 – Unloading at the facility or Treatment Facility requires a longer unloading time, through no fault or deficiency of the driver or the Contractor. When demurrage fees are charged, driver timesheets must be submitted that reflect arrival and departure time at Treatment Facility.
- (8) All work to be performed under this Contract shall be fully completed within twenty- four (24) hours of being notified or as scheduled, Monday through Friday, or within such time as allowed by extensions, which may be granted in the sole discretion of the County.
- (9) Discharge of condensate shall be completed immediately following collection. No other wastes shall be added or substituted for condensate collection discharge under this contract unless pre-approved in writing by the County Project Representative.
- (10) Every effort must be made to prevent spillage. In the event of a spill, it must be immediately cleaned up by Contractor in compliance with the requirements of the Illinois Environmental Protection Act 415 ILCS 5/1 et seq. and all applicable Rules and Regulations of the Illinois Environmental Protection

Agency and the Illinois Pollution Control Board. the Project Representative must be notified immediately or if that is not possible due to the emergent nature of the spill, as soon as reasonably possible.

- (11) Contractor must provide a Spill Kit that must be located and maintained on each tanker truck performing work under this contract. At a minimum, a spill kit must contain a pair of safety goggles, two pairs of nitrile gloves, two large contractor grade garbage bags, 5 absorbent pads and 4 absorbent socks.
- (12) Prairie View Landfill RNG condensate must be discharged to at a Treatment Facility approved by the County.
- (13) Contractor shall adhere to all conditions of approval agreements and/or permits between County and Treatment Facility.
- (14) If required by the Treatment Facility, a sample from each truck will be acquired by truck driver before unloading at the facility. Sampling procedures can be obtained by contacting the applicable Treatment Facility. Contractor shall contact facility ahead of time to confirm procedures and determine open and closure time for unloading condensate.
- (15) Contractor must comply with the Occupational Health and Safety Act of 1970, (herein OSHA) and all applicable Rules and Regulations adopted by Occupational Safety and Health Administration, the United States Department of Labor and the Illinois Department of Labor Division of Occupational Safety and Health.
- (16) Contractor shall ensure that their truck's tank is clean, and any residue will not adversely affect the County's condensate or the disposal facility or system.
- (17) Contractor will utilize landfill scale, if available, otherwise an off-site scale for fee, to weigh truck empty and then full to determine volume of condensate with tanker trailer. 8.34 pounds per gallon of condensate will be unit of measurement used for determination.

EVENT PROTOCOL

- (1) Driver shall enter S. Prairieview Drive and obey all speed limits and site safety requirements. Driver shall proceed to Prairie View Landfill scalehouse and then stop at landfill weigh scale to determine empty weight of truck and trailer. Documentation of weight shall occur to verify weight.
- (2) Driver shall maneuver the tanker truck so as to properly position the tanker truck over the County provided secondary containment structure and so as to achieve a secure connection to the condensate load out hose, and such that other vehicles have sufficient room to safely pass the parked tanker truck. The secondary containment structure for load area may need to be put into place or re-positioned by Contractor prior to tanker truck being positioned.
- (3) Once in position, driver shall notify and check in with the operations and maintenance staff of the RNG site to notify them that driver will be removing condensate from condensate storage tanks.
- (4) Immediately after check in, driver will connect the discharge hose to the tanker and shall withdraw condensate in a timely manner. To the extent practical, tankers will be loaded to full capacity.
- (5) Driver shall directly observe and monitor loading of condensate into tanker truck so that any problems or spillage of condensate will be immediately detected and mitigated.
- (6) Upon completion of filling, the driver will disconnect the discharge hose in such a manner as to minimize any spillage and, should any spillage occur, it will be contained within the secondary containment structure. Contractor will clean up any spillage of condensate within or outside of the secondary containment structure. Contractor will close and secure all valves, covers, and lids prior to departure and as instructed.
- (7) Contractor shall provide pre-printed and numbered manifests.
- (8) Driver will complete a manifest indicating the total volume of condensate to the nearest 100 gallons. One copy of the manifest will be left with the operations and maintenance staff.
- (9) Driver will stop at the Prairie View landfill scale to determine and document the weight of the loaded truck. If the Prairie View landfill scale is not available, the driver shall weigh the full and empty tanker to and from the Treatment Facility at a paid scale.
- (10) After the tanker truck is loaded and weighted, it shall exit the site and proceed directly to a Treatment Facility pre-approved and designated by the County. The tanker truck shall stop or alter its route solely for the purpose of weighing the full truck and only if the Prairie View landfill scale is not available.
- (11) Tanker will park at the facility designated discharge location and the load will be sampled by driver per Treatment Facility procedures. Contractor will adhere to all requirements and procedures of Treatment Facility.
- (12) Tanker will discharge load and leave 1 copy of the manifest before exiting Treatment Facility.
- (13) Tanker shall return directly to Prairie View Landfill RNG Site if sufficient condensate remains in the tanks for another full load and if Treatment Facility hours allow enough time for loading and unloading. If another load is not required, tanker may disembark and return at next scheduled event.

CONTRACTOR USE OF THE PREMISES

- (1) Contractor shall not block the roadways onsite.
- (2) It shall be the responsibility of Contractor to see that all applicable OSHA standards and safety procedures are followed.
- (3) Contractor shall adhere to all Prairie View Landfill, RNG Facility, and Treatment Facility safety procedures and requirements. Contractor workers or subcontractors will attend all training required by Landfill, RNG Facility, or Treatment Facility prior to working on site or at initial entry to site.
- (4) Any property damaged by Contractor shall be repaired by Contractor to the satisfaction of Will County and returned to the same condition it was in prior to the Contract starting date.
- (5) Contractor shall not interrupt either the Prairie View Landfill or the RNG facility operations.
- (6) Contractor shall not allow workers or subcontractors to play radios or other audio devices during the progression of the Work.

END OF SUB-SECTION – 3.A PROJECT SUMMARY

3.B. SUBMITTALS

GENERAL

DESCRIPTION

Work included:

- (1) Make all submittals required by the Contract Documents, to establish compliance with the specified requirements.

Related work described elsewhere: Individual requirements for submittals are described in pertinent other Sections and Special Provisions of these Specifications.

END OF SUB-SECTION – 3.B SUBMITTALS

3.C. SCHEDULE

GENERAL

DESCRIPTION

All Work to be performed under this Contract shall be fully completed within twenty-four (24) hours of being notified or as scheduled, Monday through Friday, or within such time as allowed by extensions.

END OF SUB-SECTION – 3.C SCHEDULE

END OF SECTION 3 – GENERAL REQUIREMENTS

4.A. BID PROPOSAL FORM

In submitting this Bid Proposal, the undersigned person(s) hereby declares that the only parties having an interest in the Bid Proposal as principals are those named herein, and that the Bid Proposal is made without collusion with any other person, firm, or corporation.

The undersigned person(s) further declare, having carefully examined the Bid Proposal Form, specifications, form of Contract and general conditions, general requirements and special provisions entitled: "PRAIRIE VIEW LANDFILL RNG CONDENSATE Hauling Services" dated: _____, 2022, and also having received, read, and taken into account all addenda thereto as follows: (list in the following space, the number of and date of each addendum received).

Addendum Number:

Date Received:

and having inspected all of the local conditions affecting the Contract and the detailed requirements of the Work and understanding that in making this bid proposal the undersigned waives all rights to pleading misunderstanding regarding the same.

The undersigned further understands and agrees that if this Bid Proposal is accepted, the undersigned is to furnish and provide all necessary machinery, tools, apparatus, and other means to do all the Work, and to furnish all the labor, and equipment specified in the Contract, except such materials as are to be furnished by Will County in the manner and at the time therein prescribed, in accordance with the requirements therein set forth.

Bidder acknowledges that its Bid is a Unit Price Bid and that payments under the Contract will be made by Will County in amounts equal to the total measured in-place quantities for each item listed in the Schedule of Unit Prices.

The undersigned agrees that all work to be performed under this Contract shall be fully completed within twenty-four (24) hours of being notified or as scheduled, Monday through Friday, or within such time as allowed by extensions.

Liquidated damages shall apply to any load of condensate which cannot be hauled within the twenty-four (24) hour notification or as scheduled, Monday through Friday.

The undersigned further agrees to execute a contract for this Work and present same to Will County within ten (10) calendar days after receiving a written Notice of the Award of contract.

The undersigned further agrees to furnish within ten (10) calendar days after receiving a written Notice of Award of contract, all Certificates of Insurance required by the contract, declaration page(s) for all policies identified in the Certificate of Insurance, an endorsement or other documentation indicating that Will County has been named as an additional insured under the policy(s) required by the contract.

The undersigned further agrees to be available to begin work on August 1, 2022 after receiving the Notice to Proceed and unless otherwise provided, and to prosecute the Work in such manner and with sufficient materials, equipment, and labor as will ensure its completion within the time frame specified herein, unless additional time shall be granted by the Project Representative in accordance with the provisions of the general conditions, it being understood and agreed that the completion within the time frame is an essential part of the contract.

In case of failure to complete the Work within the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that Will County shall contract with another hauler for that day. The undersigned shall pay the appropriate costs for the hauler for that day, as set forth in the general conditions plus liquidated damages of \$500.00 per day, which total amount shall be considered and treated not as a penalty but as damages due Will County from the undersigned by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of funds resulting from the failure of the undersigned to complete the Work by the date specified.

Signature: _____

Title: _____

Date: _____

(SEAL)

IF AN INDIVIDUAL

SIGNATURE OF BIDDER _____

Doing Business as _____

Business Address _____

(SEAL)

IF A PARTNERSHIP

NAME OF FIRM _____

Signature _____

Business Address _____

Name and Address of all members of Partnership:

IF A CORPORATION

(CORPORATE SEAL)

Corporate Names _____

A Corporation in the State _____

Signature _____

Business Address _____

Names of Officers

PRESIDENT

SECRETARY

TREASURER

Attested by _____

Secretary _____

END OF SUB-SECTION – 4.A BID PROPOSAL FORM

4.B. SCHEDULE OF UNIT PRICES

The following unit prices shall provide the basis for determining the total amount of the Contract or any adjustment if the County elects to add or delete a portion of the items listed below. It is agreed that the additions or deletions are subject to the General Condition, Special Provisions, Supplementary Conditions and Specifications included in the original Contract documents.

The “UNIT PRICE PER LOAD HAULED” shall include the supply, travel and mobilization of all labor, materials, and equipment necessary for completing the Work, excluding the “UNIT PRICE FOR FUEL COST PER LOAD”.

The “UNIT PRICE FOR FUEL COST PER LOAD” shall include cost for fuel per load hauled. The “UNIT PRICE FOR FUEL COST PER LOAD” may be adjusted by the applicable Fuel Surcharge as described herein.

Applicable **Fuel Surcharge Adjustment**: A fuel surcharge adjustment may be applied as often as monthly based upon changes in the price of diesel fuel as published by the US Department of Energy. This potential surcharge adjustment will be calculated monthly, as described below, and, if applicable, included as either an increase or decrease to the “UNIT PRICE FOR FUEL COST PER LOAD” submitted by bidder.

If, during the contract period, the price of fuel increases, or decreases, 10% or more from the price of fuel in effect at the time the County awards the bid, Contractor may adjust the “UNIT PRICE FOR FUEL COST PER LOAD” on the next billing invoice. The surcharge adjustment will be calculated monthly based on the U.S. Energy Information Administration’s (EIA) index for fuel prices in the Midwest area. This information may be found at <http://www.eia.gov/petroleum/gasdiesel/> Midwest – PADD2. The fuel surcharge adjustment will be factored on a Base Price of (*insert fuel price listed with the EIA for the week the bid was awarded by the County*). The surcharge adjustment will be applied only to the “UNIT PRICE FOR FUEL COST PER LOAD”. The formula for determining the surcharge change is: (EIA Fuel Price / Base Price) x “UNIT PRICE FOR FUEL COST PER LOAD”.

The “Unit Cost for Scale Fee” shall include all costs to utilize a paid scale for empty and full weight, if landfill scale is not available.

The “Unit Cost for Demurrage Fee” shall only be charged for truck driver’s time at facility for every full fifteen minute timeframe or interval after the first one hour at the facility due to driver’s inability, upon arrival at Treatment Facility, to begin unloading due to other tanker trailers waiting in line to be unloaded, other tanker trailers being unloaded at the facility, or Treatment Facility requires a longer unloading time, or Treatment Facility requires the driver to wait to unload due to a Facility need.

Failure to provide Bid Costs may result in therejection of Bidders due to omissions. In case of any discrepancies in the figures submitted, unit prices shall govern over total prices, unless the unit price is omitted. If either the unit price or total prices are omitted, the Bid shall be rejected.

Bidder's Name _____

ITEM NO.	DESCRIPTION	TREATMENT FACILITY DISTANCE ¹	UNIT PRICE FOR FUEL COST PER LOAD	UNIT PRICE PER LOAD HAULED (excluding price for fuel cost per load)
1	Condensate Hauling from Prairie View Landfill RNG site to Treatment Facility Location.	Facility distance approximately 5 - 10 miles. (such as within Wilmington, IL)		
2	Condensate Hauling from Prairie View Landfill RNG site to Treatment Facility Location.	Facility distance approximately 11- 15 miles. (such as within Diamond or Coal City, IL)		
3	Condensate Hauling from Prairie View Landfill RNG site to Treatment Facility Location.	Facility distance approximately 16- 20 miles.		
4	Condensate Hauling from Prairie View Landfill RNG site to Treatment Facility Location.	Facility distance approximately 21- 25 miles. (such as within Kankakee or Morris, IL)		
5	Condensate Hauling from Prairie View Landfill RNG site to Treatment Facility Location.	Facility distance approximately 26- 30 miles.		
6	Condensate Hauling from Prairie View Landfill RNG site to Treatment Facility Location.	Facility distance approximately 46 -50 miles. (Such as within Dalton, IL)		
7	Condensate Hauling from Prairie View Landfill RNG site to Treatment Facility Location.	Facility distance approximately 56 -60 miles. (Such as within Gary, IN)		
8	Condensate Hauling from Prairie View Landfill RNG site to Treatment Facility Location.	Facility distance approximately 61- 65 miles. (Such as within Portage, IN)		

¹: Treatment Facility approval, agreements, and permits to be secured by County prior to use under an agreement for this work. Listing within bid does not indicate that approvals, agreements, and permits have been secured or finalized at this location.

ITEM NO.	DESCRIPTION	UNIT	QTY.	Unit Price
9	<u>SCALE FEE.</u> Fee should include all scale fees for empty and full weigh in at a Paid Scale if Landfill scale is not available.	Unit Cost for Paid Scale Use on both empty and full load	1	
If onsite landfill scales are not available, off site paid scales will need to be utilized by hauler.				

ITEM NO.	DESCRIPTION	UNIT	QTY.	Unit Price
10	<u>DEMURRAGE FEE.</u> Fee for driver at facility for every full fifteen minute timeframe after first one hour at facility.	Unit Cost per 15 minutes	1	

END OF SUB-SECTION – 4.B SCHEDULE OF UNIT PRICES

4.C. BIDDER'S QUALIFICATION STATEMENT

PURPOSE OF STATEMENT

The information supplied by Bidder on this form will be used by the County to evaluate Bidder's understanding of the Project requirements, and Bidder's financial background, previous experience and overall ability to perform the Work in a proper and timely manner.

EXPERIENCE QUESTIONNAIRE

- 1. How many years has your organization been in business under your present businessname? _____
- 2. How many years' experience in condensate hauling work has your organization had:as a prime contractor _____, or as a subcontractor _____?
- 3. What is your organization's registration or license number, as issued by the State of Illinois?_____
- 4. Is your organization presently prequalified by the Illinois Department of Transportation(IDOT)? Please circle one: **YES** or **NO**

If yes, please attach a copy of your IDOT prequalification certificate to this document.

- 5. Please list below the approximate dollar amount of contracts awarded to yourorganization during the current and last two years:

	<u>CURRENT YEAR</u>	<u>LAST YEAR</u>	<u>YEAR BEFORE LAST</u>
(a) Total Work Volume	\$ _____	\$ _____	\$ _____
(b) Amount of (a) That Was Sublet	\$ _____	\$ _____	\$ _____

8. Please list below the most recent past or present projects that your organization has successfully completed that you feel are most similar in nature to the Project for which this Bid is being submitted:

PROJECT DESCRIPTION	LOCATION	OWNER	CONTRACT AMOUNT	CONTRACT DATES
1.				
2.				
3.				
4.				
5.				
6.				

9. For the projects listed previously, please supply the name of a reference that worked directly on the project.

NAME OF OWNERS REFERENCE	PHONE NO.
1.	
2.	
3.	
4.	
5.	
6.	

10. Please list below background information on the individuals in your organization that will be principally involved in the administration, coordination, and field supervision of the Project for which this Bid is being submitted:

INDIVIDUAL'S NAME	POSITION/ TITLE	YEARS OF EXPERIENCE	YEARS WITH ORGANIZATION
1.			
2.			
3.			
4.			
5.			
6.			

LATE RESPONSES CANNOT BE ACCEPTED!

<u>Respondents Return Address:</u>	
<u>RFP #:</u>	2022-59 Condensate Hauling Bid
<u>DUE DATE:</u>	6/17/2022
<u>DUE:</u>	11:00 A.M.
DATED MATERIAL-DELIVER IMMEDIATELY WILL COUNTY PURCHASING DEPARTMENT 302 N. CHICAGO ST., 2ND FLOOR JOLIET, IL 60432	

PLEASE
CUT OUT AND AFFIX THIS LABEL (ABOVE) TO
THE OUTERMOST PACKAGE OF YOUR SEALED RESPONSE
TO HELP ENSURE PROPER DELIVERY!

LATE RESPONSES CANNOT BE ACCEPTED!