



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

JENNIFER BERTINO-TARRANT
WILL COUNTY EXECUTIVE

KEVIN LYNN
DIRECTOR

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

August 21, 2023

To Whom It May Concern:

You are invited to submit your sealed proposal for replacing asphalt paving of main parking lot at the Will County Office Building, located at 302 N. Chicago St. Joliet, IL 60432.

Specifications are attached hereto and are considered part of the SEALED PROPOSAL package.

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. Money Orders or Company checks will not be accepted.

Sealed proposals will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago Street, Joliet, IL, 60432, not later than **3:00 P.M., Wednesday, September 6, 2023** "as so indicated by the time stamp clock of Will County". **Proposals received after this time will not be accepted.**

Proposals will be opened publicly and read by the Will County Executive or his representative at **3:05 P.M. Wednesday, September 6, 2023** at the Will County Office Building, 302 N. Chicago Street, 2nd fl., Joliet, IL. 60432.

The proposer acknowledges the right of the County of Will to reject any or all proposals and to waive non-material informality or irregularity in any statement of qualifications received in whole or in part as may be specified in the solicitation.

Should you have any questions regarding this proposal, you must submit electronically to klynn@willcountyillinois.com.

Sincerely,

Kevin Lynn

Kevin Lynn
Purchasing Director

**ADVERTISEMENT OF BID
REPLACING ASPHALT PAVING OF MAIN PARKING
LOT AT COUNTY OFFICE BUILDING 302 N. CHICAGO ST, JOLIET, IL 60432**

SEALED BIDS FOR REPLACING ASPHALT PAVING OF MAIN PARKING LOT AT COUNTY OFFICE BUILDING 302 N. CHICAGO ST, JOLIET, IL 60432 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 **3:00 PM, WEDNESDAY, SEPTEMBER 6, 2023.**

SEALED BIDS WILL BE PUBLICLY OPENED AND READ BY THE WILL COUNTY EXECUTIVE OR HER REPRESENTATIVE AT **3:05 PM, WEDNESDAY, SEPTEMBER 6, 2023**, AT THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO STREET, COUNTY BOARD ROOM, JOLIET, IL, 60432.

SPECIFICATIONS AND CONDITIONS OF THE BID ARE AVAILABLE AT www.willcountyillinois.com, 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 EMAIL purchasing@willcountyillinois.com.

THE TENDERING OF A BID SHALL BE CONSTRUED AS ACCEPTANCE OF THE SPECIFICATIONS. THE COUNTY OF WILL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS OR PROPOSALS RECEIVED.

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

INSTRUCTIONS TO BIDDERS

You are invited to submit your sealed bid for:

Replacing asphalt paving of main parking lot at County Office Building 302 N. Chicago, Joliet, IL 60432.

A. SEALED BIDS:

Sealed bids 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 3:00 PM, Wednesday, September 6, 2023.** **BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.**

Sealed bids will be publicly opened and read aloud by the Will County Executive or her representative at **3:05 PM, Wednesday, September 6, 2023** at the Will County Office Building, 302 N. Chicago Street, 2nd Floor, Joliet, IL, 60432.

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

Bid forms shall be completely filled out either typewritten or in ink. The **complete set of contract documents must be submitted** with the proposal, in triplicate with **ONE ORIGINAL AND TWO COPIES, CLEARLY MARKED. BIDS WHICH FAIL TO SUBMIT THE ENTIRE COMPLETED BID PACKAGE AND CONTRACT CLEARLY MARKED WILL BE REJECTED, WILL BE NON-CONFORMING, AND WILL NOT BE ACCEPTED.**

Bids shall be submitted on the forms furnished by the County of Will in a sealed package, plainly marked, with the bidder's name, address, and the notation:

SEALED BID: Replacing asphalt paving of main parking lot at County Office Building 302 N. Chicago, Joliet, IL 60432.

BIDS DUE: Wednesday, September 6, 2023 - 3:00 PM

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

B. SIGNATURE OF BIDS:

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

Each bidder, by making his bid, represents that he has read and understands the bidding documents. **Any bid not containing said signed documents shall be non-conforming and will be rejected.**

C. BID SECURITY:

A 10% Bid Bond or Cashier's Check made payable to the Will County Treasurer shall accompany each bid, attached to the front cover, as a guarantee that if the bid is accepted, a Contract will be entered into. **Money Orders or Company checks will not be accepted.** The bid bond should be based on 10% of bid. The unsuccessful bidders' checks will be returned after the County Board has awarded the bid. The bid bond or cashier's check of the successful bidder will be returned after being replaced with their performance bond.

D. PERFORMANCE BOND:

A Performance Bond for the amount of the Contract will be required from the successful bidder and shall be valid throughout the life of the Contract. The Performance Bond will be returned at the successful completion of the Contract. If it is difficult to acquire a Performance Bond by the time of the Contract is to commence, the County will accept a letter notarized by the Insurance Carrier showing that such Bond is being processed.

E. PRIME CONTRACTOR CERTIFICATION:

Included in this bid package is a Prime Contractor Certification Form. This form must be filled out and returned with your sealed bid package or the bid package **will not be accepted, shall be deemed non-conforming and shall be rejected.**

F. BIDDING PROCEDURES:

All bids must be prepared on the forms provided by the County and submitted in triplicate, with **ONE ORIGINAL AND TWO COPIES OF THE ENTIRE COMPLETED BID PACKAGE AND CONTRACT, CLEARLY MARKED,** in accordance with the Instructions to bidders. **Any bid packages not containing ONE ORIGINAL AND TWO COPIES OF THE ENTIRE COMPLETED BID PACKAGE AND CONTRACT, CLEARLY MARKED shall be deemed non-conforming and shall be rejected.** The entire bid package are the terms of the agreement.

A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for bids or prior to any extension thereof issued to the bidders.

Unless otherwise provided in any supplement to the Instructions to bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for sixty (60) days after the time designated for the receipt of bids in the Advertisement for Bids. This duration is in place in case selected contractor fails to perform during the first month following contract award.

Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such cases a written addendum describing the change or correction will be issued by the County of Will to all bidders recorded by the County of Will as having attended the site visit. Such addendum shall take precedence over that portion of the documents concerned and shall become part of the bid documents. Except in unusual cases, addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids. **If the signed receipt of Addenda form is not included in the bid package and contract (EVEN IF NO ADDENDA ITEMS), the bid package and contract shall be non-conforming and shall be rejected.**

Each bidder shall carefully examine all bid documents and all addenda thereto and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than five (5) days prior to bid due date, notify the County of Will, who will, if necessary, send written addendum to all bidders. The County will not be responsible for any oral instructions. All inquiries shall be directed to the Purchasing Director in writing at Klynn@willcountyvillinois.com. After sealed bids are received, the bidder will make no allowance for oversight.

G. TAX EXEMPTION:

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

H. WORDS AND FIGURES:

Where amounts are given in both words and figures, the words shall govern. If the amount is not written in words, the unit cost will take precedence over the extended price in case of a discrepancy in the multiplication.

I. CONTRACT DURATION:

The Contract is to commence after September 13, 2023

J. REJECTION OF BIDS:

The bidder acknowledges the right of the County of Will to reject any and all bids received.

K. DEFAULT:

In case of default by the successful bidder, the County of Will may procure the articles or services from other sources and may deduct from any unpaid balance due the successful bidder any increase in cost to the county as a result of said default, or may collect against the bond or surety for excess costs so paid, and the prices paid by the County of Will shall be considered the prevailing market price at the time such purchase is made.

L. NON-DISCRIMINATION:

The Contractor shall at all times 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.

M. EQUAL EMPLOYMENT OPPORTUNITY:

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750

N. RISK OF LOSS:

The Contractor shall assume all risks for loss or damages to materials whether stored on the site or elsewhere, or to tools or equipment owned or rented by the Contractor, and he shall maintain such insurance as he may deem necessary to protect himself against such loss or damage.

O. TYPES OF INSURANCE:

Worker's compensation insurance. The Contractor shall procure worker's compensation insurance as required by applicable state law for all of his employees who would be engaged in work on the project. In case any class of employees engaged in any work on the project under this Contract is not protected under the workmen's compensation statute, the Contractor shall provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. In addition, the Contractor will provide employer's liability (coverage B) in the amount of \$1,000,000.00.

Contractor's comprehensive general liability and property damage insurance. Contractor's comprehensive general and property damage insurance shall be in an amount not less than \$1,000,000.00 for injuries including accidental death to any one person and not less than \$1,000,000.00 combined single limit bodily injury and property damage.

County's protective liability insurance. The Contractor shall protect the County or its assignee, if any, from contingent responsibility arising from the work, project operation performed under this Contract by adding these parties as named insured as a rider to the general Contractor specified comprehensive general liability policy shall be: County of Will, 302 North Chicago Street, Joliet, Ill, 60432. All insurance policies shall contain a waiver of subrogation in favor of the County of Will.

P. PROOF OF CARRIAGE OF INSURANCE:

The Contractor shall furnish the County at the time of bidding, with certificates showing the type, amount, class or operations covered, effective dates and dates or expiration of policies, which policies shall show compliance with the requirements of paragraph P. Such certificates shall also contain substantially the following statement: "The Insurance covered by this Certificate will not be canceled or materially altered except after 30 days written notice has been received by all named insured."

Any bid not containing said proof of insurance shall be nonconforming and shall be rejected.

All policies shall substitute the word "Occurrence" for "accident" for both bodily and property damage. "Occurrence" shall be defined to mean an event or series of events or continuous or repeated exposure to conditions, which unexpectedly cause injury or damage during the policy period.

All insurance coverage shall be provided by Insurance Companies maintaining a financial strength and claims paying ability rating no lower than "A" minus "VIII" as rated by the most current AM Best Insurance Guide.

Q. TAXES:

The Contractor shall pay all applicable sales, use, service use, service occupation, social security, and other taxes, levies, assessments, and duties, and shall make income tax deductions, all as required by local, State and Federal law.

R. CHOICE OF LAW AND VENUE:

The bid and this agreement shall be governed by the laws of the State of Illinois, without regard to conflict of law provisions. Venue for any cause of action related to this bid or agreement shall be the Twelfth Judicial Circuit, Will County, Illinois.

S. RIGHT OF THE COUNTY TO TERMINATE CONTRACT:

If any of the Provisions of the Contract are violated by the Contractor, or if the Contractor shall disregard applicable law, ordinances, rules or regulations or work requirements as spelled out in the bid specifications, or the Contractor shall be adjudged as bankrupt or make a general assignment for the benefit of creditors, or if a receiver should be appointed for the Contractor, or if at any time during the progress of the work the Contractor should allow any indebtedness to accrue for labor, material, or equipment, and should the Contractor fail to pay for labor, material, or equipment, and should the Contractor fail to pay and discharge the same within 5 days after demand made by the person or persons furnishing such labor, material or equipment, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract. Unless within 10 days after the serving of such notice upon the Contractor, such violation or other matter shall have been corrected or satisfactory arrangement for correction have been made, the Contractor shall, upon the expiration of said 10 days, at County's option, cease and terminate work. The Contract shall then be automatically terminated, except that the rights and obligations under paragraphs D, K and P shall survive termination of the contract.

In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing of such Surety of notice of termination, the County may take over work and prosecute the same to completion by other Contract or by force. Contractor shall be liable to the County for any excess cost to the County occasioned thereby, and in such event the County may take possession of and utilize in completing the work, such material, equipment and the like as may be on the project site of the work and necessary, therefore.

Notwithstanding anything contained herein to the contrary, failure to comply with or perform the services required shall be cause for termination.

The County or its assign may terminate this agreement by giving the Contractor written notification of termination of this agreement by registered United States Mail, sufficient postage prepaid, return receipt requested, addressed to the Contractor at its address stated in the Contract, at least 14 days prior to termination, with service of such notice conclusively presumed to be received on date of dispatch. In such event, the Contractor shall only be entitled to receive a prorated payment for work actually and satisfactorily performed pursuant to the Contract through date of termination.

T. 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. Your proposal will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140*et seq.*) and other applicable laws and rules, unless you request in your proposal that we treat certain information as exempt. We will not honor requests to exempt entire proposals. 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 proposal with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the proposal as possible. In the event the County of Will receives a request for a document submitted, the County of Will shall provide notice to contractor as soon as practicable. Regardless, contractor will be responsible for any costs or damages associated with defending your request for exempt treatment. Furthermore, contractor 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 proposal is accepted by the County of Will 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. In the event the County of Will receives a request for a document relating to contractor, its provision of services, or the arranging for the provision of services, the County of Will shall provide notice to contractor as soon as practicable and, within the period available under FOIA, contractor 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, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, contractor will warrant that County of Will's responses to requests for a document relating to contractor, 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 be advised also 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 contractor 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, contractor 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, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment.

U. ADVERTISEMENTS:

The bidder shall not place or maintain any signs, bills, posters, or other advertisements in or about the project sites and/or buildings, except by written permission of County of Will.

V. AWARDING OF BID:

The bid is expected to be awarded after September 13, 2023.

The bidder acknowledges the following: (a) this advertisement for bids may be canceled for good cause when in the best interests of the County, (b) the County Board retains the right to reject any and all bids in whole or in part for good cause when in the best interests of the County, and (c) the County Board retains the right to reject any and all bids in whole or in part not in compliance with the advertisement for bids, to waive any non-material informalities or irregularities for any bid received, to accept the lowest responsible, responsive bid after all bids have been examined and evaluated, and to determine not to proceed to contract on any particular bid.

W. SUBMITTAL SUMMARY REQUIREMENTS:

Each of the following items **must** be submitted by the bid time mentioned herein in order that the bid will be considered. **Any bid not containing items 1-6 below shall be non-conforming and shall be rejected:**

- 10% Bid Bond or Cashier's Check
- Certificates of Insurance
- Signed** Copy of Prime Contractor Certification
- Signed** Bid Form
- Signed** Receipt of Addenda Form
- One original and two copies of entire Bid Package.

SCOPE OF WORK

Project Identification

Project Name: REPLACING ASPHALT PAVING of MAIN PARK PARKING LOT AT COUNTY OFFICE BUILDING

Project Owner: The County of Will

Project Location: 302 North Chicago Street, Joliet, IL 60432

Project Scope:

Mill and Resurface (approximate 101,120 sq ft) Lot and Driveway, both with a 2.0" surface course.

- Mill asphalt area 2.0" and legally dispose of grindings at an authorized dump site.
- Remove and later re-pin 75 existing park bumpers.
- Provide power sweeper and vacuum truck to ensure clean area for asphalt work.
- Prime area with SS-1 emulsion liquid asphalt primer (or approved equal).
- Install 2.5" of hot bituminous asphalt surface mix and compact to 2.0".

Storm Drain Adjustment

- Re-mortar 17 parking lot drains as needed.
- Adjust elevations of drainage structures as necessary as to provide for proper drainage.
- Saw cut and/or air hammer asphalt around storm drain and perform full depth removal of asphalt.
- Saw cut and remove surface area a minimum of 4' square around each sewer, 16 s.f.
- Inspect and adjust as necessary with new "O" rings and/or blocks. Reinstall casting to meet existing or proposed new grade after paving.
- Construct 16 s.f. concrete surround with minimum 6" of stone aggregate base and 4" of reinforced concrete.

Curb and Gutter Repair or Replacement

- Repair or replace damaged concrete curb and gutter approximately 50 Linear feet (marked in red)

Striping

- Re-stripe lot according to current configuration using yellow paint.
- Material used must meet OSHA, ADA, and Illinois State Specifications.
- Must advise the type of application the material will be applied.

Begin Work: Work can commence after Wednesday, September 13, 2023.
Subject to rain, once work begins it shall continue daily until project completion.

Completion Deadline: Wednesday, November 1, 2023.

PROJECT SPECIFICATIONS

The Contractor shall follow and utilize all standard practices for deteriorated asphalt removal & installation, catch basin protection, subgrade compaction, proof rolling, and striping processes as herein specified. The work included in this contract will include, but is not limited to, furnishing the necessary labor, materials, supplies and equipment to complete asphalt pavement removal and replacement shown and described herein.

All measurements are estimated, and field measurements must be made by the Bidder at a time scheduled with Owner.

1. Schedule & Construction Phasing

Work shall not begin before September 13, 2023, but should be completed by November 1, 2023. Actual start and completion date will be coordinated with the Contractor and Will County Facilities. Work times are normally 6:00am to 4:00pm Monday through Saturday. Extensions are possible with advanced approval. No work will be allowed on Sundays or Holidays. Due to the volume of staff and visitors the project should be broken into a minimum of three phases. This shall allow the staff and public to access the site; provide adequate parking and safe access to the facility.

2. Material Certification

The Contractor shall furnish certifications to the Owner from suppliers stating that all materials comply with the requirements of the IDOT Standard Specifications.

All materials installed with this project shall be new and be manufactured in the United States.

3. ADA Accessibility Requirements

All finished pavement surfaces shall meet Title II of the Americans with Disabilities Act (42 USC 12131). It is the Contractor's responsibility to understand the requirements as it related to their work. This includes but is not limited to the finish grade of handicap parking stalls shall have a slope no greater than 2% in any direction. Any work not conforming to the most recent requirements of ADA will require removal and replacement at the Contractor's expense.

4. Preparation

- a. Do all necessary rolling and compacting to obtain firm, even subgrade surface. Fill and consolidate depressed areas. Remove un-compactable materials, replace with clean fill, and compact in accordance with acceptable standards. The Contractor is responsible to provide positive slope to drain parking lots to storm drain inlets.

- b. Frame adjustments
 - i. Verify frames for manholes, and other such units, within areas to be paved are at their proper elevation.
 - ii. Adjust frames to match paving. Provide temporary closures over openings until completion of rolling operations. Remove closures at completion of work.
 - iii. Set covers to grade, flush with the surface of adjoining pavement surface.
- c. Coordinate junction of new and existing pavement to provide a uniform straight-line transition. Meet existing surface levels and maintain drainage slopes.

5. Project Conditions

- a. Base course material is not to be installed over wet or frozen subgrade surfaces.
- b. Prime and tack coat materials are not to be installed when temperature is 50 degrees or below. Do not apply to wet base surface.
- c. Asphalt surface materials are to be installed only when base is dry and air temperature is 40 degrees or above.
- d. Provide temporary barricades, signage, and traffic control as required for protection of project work and staff/public safety.

6. Equipment

- a. Milling Equipment: Supply appropriate milling equipment to properly remove existing asphalt and legally dispose of materials at an authorized dump site.
- b. Paving Equipment: Spreading, self-propelled asphalt paving machines capable of maintaining line, grade, and thickness specified.
- c. Compacting equipment: Self-propelled roller, minimum 10-ton weight.
- d. Hand tools: Miscellaneous equipment as required to complete the work.

7. Asphalt Removal & Repair

Deteriorated asphalt will be sawcut and legally disposed of off-site. In areas where old and new asphalt pavement will meet, the remaining pavement shall be saw cut to provide a smooth transition and shall be considered incidental to the work being performed. The Contractor shall be responsible for removing the residue created by saw cutting operations in a manner acceptable to the Owner.

Stone base will be re-graded and compacted. Repaired surface area must meet existing grade. Areas that are disturbed during asphalt removal may need to be redressed with CA6 crushed stone base. This work shall be done as needed and compacted to 95%. This work shall be considered incidental to the contract with no additional compensation due to the Contractor.

Examine subgrades and installation conditions. Asphalt paving is not to start until unsatisfactory conditions are reviewed with Owner and corrected.

Damaged area will be repaved with two and one half (2 ½") inches bituminous asphalt surface course compacted to two (2") inches. Install and grade topsoil at edges to create a smooth transition from new grade to existing turf.

8. Pavement Striping and Markings

This work shall consist of parking lot paint striping, pavement markings and symbols done with chlorinated rubber traffic paint (Glidden or approved equal). The new pavement shall be marked and striped in yellow. Paint all concrete curbs in locations that abut new pavement. This work shall be done in accordance with current IDOT and ADA standards. This includes all new asphalt pavement as well as existing asphalt pavement not being replaced as part of this project. Thirty days after applying the first coat of paint, the contractor shall revisit the site and apply a second coat of paint to new pavement striping, markings, and symbols (only one coat of paint is required for old previously painted pavement).

9. Restoration

Whenever public or private property is damaged or destroyed the Contractor shall, at his own expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, 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 Owner 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 the Contractor under his Contract. Rough or otherwise damaged turf areas shall be neatly restored with four inches of topsoil and seed.

10. Removal and Legal Disposal of Unsuitable Material

Undercuts are not to be included in the total bid price. If undercuts are required, they shall be issued as a change order and paid per the unit pricing submitted by the bidder in this bid document. Subgrade preparation beneath the parking lot shall include the removal of unsuitable surface conditions including pavement materials, vegetation, high organic content topsoil, root matter and other deleterious conditions which may be encountered. The existing subgrade shall be proof-rolled, and the soils compacted to a minimum of 95% compaction based on the standard proctor, AASHTO T-99 or ASTM D-698, within 1.0 foot of the surface. Proof rolling and compaction will not be paid for separately. It will be considered as an incidental expense.

When proof-rolling reveals unstable soil conditions, these soils shall be removed. Removal and disposal of all surplus, unstable, and unsuitable materials and organic waste below the design sub-grade shall be performed in such a manner that public or private property will not be damaged or endangered. Removal and Disposal of Unsuitable Material shall conform to applicable portions of Section 202 of the IDOT Standard Specifications. This work is not part of the base bid. Basis for Payment: This work shall be paid for at the contract unit price per cubic yard of removal and legal disposal of unsuitable material, and shall include all labor, equipment, and materials necessary to perform the work as specified.

If undercuts are necessary, the contractor shall first notify and review with the Owner and replace unsuitable materials with CA-6 limestone and compress to 95% compaction. The replacement of subgrade materials is not part of the total bid price. The cost of material, labor, and equipment to fill undercuts shall be paid as a change order to the contract and the cost determined by unit pricing submitted by the bidder in this bid document.

11. Change Orders

Any work outside the scope of this agreement and/or requests for changes in the project not specifically listed shall be performed only after a written Change Order has been presented in writing to the Owner, Will County Facilities and/or Capital Improvements Director and thereafter signed by the Owner and the Contractor.

12. Project Site

Parking lot and Driveway at the Will County Office Building, which is located at 302 North Chicago Street, Joliet, IL. 60432. (Photo included below)



13. Safety and Cleanliness

It is the intention of the County of Will to provide staff and visitors with the safest possible travel around the construction zone. Pavements including the adjacent public way, must be always kept free of mud and debris. The Contractor will be sure the site and adjacent public way are left in a safe condition at the end of every workday.

- a. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from paving operation.
- b. Sweep paved areas and wash free of stains, discolorations, dirt, and other foreign material immediately prior to Final Acceptance Inspection.
- c. Before acceptance by the Owner and final payment all work shall be inspected by the Owner.

14. Storage

The County of Will, will not be responsible for receiving or unloading any equipment or materials for this project. Where materials and equipment must be stored, Contractor is to provide a secure area to minimize the opportunity for theft and vandalism. Contractor shall comply with the manufacturer's recommendations for product handling of materials.

15. Responsibility

The Contractor shall be responsible for complying with all local codes and **"Securing all permits"** required by the City of Joliet, unless otherwise agreed to by the County of Will. Any Contractor performing work in the City of Joliet must obtain a Contractor's license from the City of Joliet's Building Department.

Prior to the commencement of any work, the Contractor shall notify all public and private utility companies which may have facilities in the area before construction begins. The Contractor shall make necessary arrangements for having these companies protect, brace, or move their facilities as may be necessary for construction of the improvements. Costs incurred due to the moving or protection of utilities or in satisfying the requirements of the utility companies shall be incidental to the cost of the proposed improvements. The Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of the information shown on the Contract Documents relative to the location of underground facilities or the manner in which they are to be removed or adjusted. The Contractor shall be responsible for locations of all underground utilities and will be liable for property damage done to utilities.

The Contractor shall leave the site safe, clean, and free from debris. A dumpster, if needed, shall be provided by the Contractor at his own expense for the proper legal disposal and removal from the site of all refuse and construction materials and shall be listed as a unit cost of the project. If the Contractor fails to remove any debris, rubbish, or waste materials within five (5) days of written notice to clean the site, the Owner may remove the materials and charge the cost thereof to the Contractor.

Contractor shall be responsible for the costs and repairs to the Owner's satisfaction, any damage which includes but is not limited to pavement, grounds, curbs, plantings, trees, or facility equipment caused by the Contractor's negligence.

16. Abandonment

Should the Contractor abandon or neglect their work, or if the Owner at any time is convinced that he work is unreasonably delayed, or that the conditions of the contract are being willfully violated, or executed carelessly, or in bad faith, the Owner may notify the Contractor in writing, and if their notification be without effect within twenty-four (24) hours after the delivery thereof, then and in the case the Contractor shall discontinue all work under the contract and the Owner shall have full authority to make arrangements for the completion of the contract at the expense of the Contractor.

17. Guarantee

The Contractor shall be wholly responsible for any materials or workmanship found to be

defective or not meeting specifications, and any repairs to said work will be undertaken at the Contractor's expense. This guarantee shall cover a period of one year from date of final acceptance.

18. Contractor's Installation Documentation

Contractor shall provide written declaration to the Owner that all work complies with installation specifications. Any work not conforming to the specifications shall be removed and/or corrected at no additional cost to the Owner.

PRIME CONTRACTOR CERTIFICATION

The undersigned hereby certifies that _____

Name of Company

is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code of 1961.

Name of Representative

Title

Signature

Date

Note: A person who makes a false certificate commits a Class 3 Felony.

Sections 33E-3 and 33E-4 provide as follows:

33E-3. Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

33E-4 Bid rotating. A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) **of Section 5-4 of this Code.**

Possible violations of Section 33 can be reported to the Office of the Will County State's Attorney at (815) 727-8453.

The Bidder proposes to provide the products and/or services in accordance with the specifications attached herein.

COMPANY NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
CONTACT _____ E-MAIL _____
PHONE _____ FAX _____ FEIN# _____

For additional information contact:
KEVIN LYNN, PURCHASING DIRECTOR, klynn@willcountyillinois.com

Replacing Asphalt Paving of Main Parking Lot at County Office Building, 302 N. Chicago, Joliet, IL 60432

Cost Components. Respondents shall provide itemized costs for each piece of equipment and/or service to be provided, including, but not limited to all equipment, shipping, delivery, handling, installation, labor, commissioning, and other fees that may be associated with each bid task. All these costs should then be summarized with a bottom-line figure.

DESCRIPTION	COST
Lump Sum Total	Total:
Curb/Gutter Replacement	Per linear foot:
Removal and legal disposal unsuitable materials	Per Cubic Yard:
Furnish & Install CA6	Per Ton:
Striping	Per Linear Foot:
<p>LUMP SUM AMOUNT WRITTEN IN WORDS. IN CASE OF DISCREPANCY, THE AMOUNT IN WORDS SHALL GOVERN.</p>	

Signed By: _____ **Title:** _____

COMPANY NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
CONTACT _____ E-MAIL _____
PHONE _____ FAX _____ FEIN# _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

LATE BIDS CANNOT BE ACCEPTED!

SEALED BID DOCUMENT

Vendor Return Address:

BID #: 2023-88
DUE DATE: 9-6-23
DUE: 3:00 P.M.
DESCRIPTION: COB Resurfacing Project 302 N
Chicago St. Joliet, IL 60432

DATED MATERIAL-DELIVER IMMEDIATELY

**WILL COUNTY PURCHASING DEPARTMENT
302 N. CHICAGO ST., 2ND FLOOR
JOLIET, IL 60432**

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

LATE BIDS CANNOT BE ACCEPTED!