



COUNTY OF DuPAGE, ILLINOIS

**BID #15-005-MC
CLARIFIER REHABILITATION**

**MANDATORY PRE-BID MEETING
JANUARY 20, 2015 AT 10:30 a.m.
DuPage County Public Works
Knollwood Wastewater Treatment Plant
11S175 Madison Street
Burr Ridge, IL 60527**

**BID OPENING DATE:
JANUARY 29, 2015 AT 1:30 P. M.
DuPage County Procurement Division
421 North County Farm Road
Wheaton, Illinois 60187-3978
(630) 407-6200**

**Maria C. Calamia, CPPB
Buyer II
630.407.6182
mcalamia@dupageco.org**

COUNTY OF DU PAGE, ILLINOIS

**PROJECT INFORMATION
BID 15-005-MC**

PROJECT NAME:	CLARIFIER REHABILITATION
USER DEPARTMENT:	PUBLIC WORKS

EVENT:	LOCATION:	DATE:	TIME:
Mandatory Pre-Bid Conference	Knollwood Wastewater Treatment Plant, 11S175 Madison Street, Burr Ridge, IL 60527	01/20/15	10:30 a.m.
Deadline for Inquiries to Substitutions, Exceptions and Questions to Bid Language and Specifications.	Must be submitted in writing to: BidInformation@DuPageCo.Org	01/21/15	4:00 p.m.
Response to Inquiries	Via E-mail	01/22/15	4:00 p.m.
Bidder's Proposal Due	Procurement Services, Room 3-400	01/29/15	1:30 p.m.

√	SUBMITTAL CHECKLIST (BID PACKET SHOULD BE RETURNED IN ITS ENTIRETY)
	ORIGINAL BID
	DUPLICATE COPIES
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	REFERENCES
	PROPOSAL PRICING (INCLUDING UNIT PRICES, WHERE REQUIRED)
	CERTIFICATION/PROPOSAL SIGNATURE AFFIDAVIT PAGE, COMPLETED, WITH SEAL (IF CORPORATION) NOTARY PUBLIC AND AUTHORIZED SIGNATURE
	10 % BID SECURITY (IF APPLICABLE)
	WARRANTY INFORMATION
	CERTIFIED TRANSCRIPT OF PAYROLL SAMPLE (IF NOT USING STATE FORM)
	COMPLETED VENDOR ETHICS DISCLOSURE FORM (SIGNED)
	COMPLETED IRS-Form W-9

AWARDED CONTRACTOR REQUIREMENTS	
PERFORMANCE & LABOR BONDS	DUE WITHIN 15 DAYS OF NOTICE OF AWARD
CERTIFICATE OF INSURANCE	DUE WITHIN 15 DAYS OF NOTICE OF AWARD
PREVAILING WAGE REQUIREMENT	REQUIRED
CERTIFIED TRANSCRIPTS OF PAYROLL	MUST ACCOMPANY EVERY INVOICE

Any communication regarding this invitation between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyers absence, the Procurement Services Supervisor). Unauthorized contact with other DuPage County staff or officers is strictly forbidden.			
BUYER:	Maria C. Calamia, CPPB	PHONE	(630) 407-6182
EMAIL:	mcalamia@dupageco.org		

COUNTY OF DU PAGE, ILLINOIS



DuPage County
DANIEL J. CRONIN
COUNTY BOARD
CHAIRMAN

COUNTY OF DU PAGE, ILLINOIS
PROCUREMENT DIVISION

421 North County Farm Road, Room 3-400
Wheaton, IL 60187-3978

TX: (630) 407-6200

FX: (630) 407-6201

January 8, 2015
Bid #15-005-MC
Clarifier Rehabilitation

To All Prospective Bidders:

DuPage County is soliciting bids to furnish all equipment, labor, materials, tools, and supervision necessary for the rehabilitation of the clarifier at the Public Works Knollwood Wastewater Treatment Plant and all incidental and collateral work necessary to complete the project. All contracts for the construction of public works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

A **MANDATORY** pre-bid meeting and site visit for visual evaluation of the required bid tasks and familiarization with the facilities prior to submitting a bid is scheduled for **January 20, 2014** at 10:30 a.m. Local Time, at the DuPage County Public Works Wastewater Treatment Plant, located at 11S175 Madison Street, Burr Ridge, IL 60527. No further on-site inspection will be held at any other time. Bids will not be accepted from bidders who fail to attend this mandatory pre-bid meeting and site visitation.

Bid documents may be obtained at the DuPage County Administration Building, 421 North County Farm Road, Wheaton, IL, Procurement Division, Room 3-400 between the hours of 8:30 a. m. and 4:00 p. m., Monday through Friday. Bid documents will be mailed upon phone or email request BIDINFORMATION@DUPAGECO.ORG. No fee is required for the bid documents. The County of DuPage is not responsible for documents sent through the mail.

All bids must be received in duplicate, in sealed envelopes that have (1) your name and address in the UPPER left corner, and (2) the attached bid label affixed to the LOWER left corner. If your firm declines to bid on this invitation, please submit in a sealed envelope or fax **(630) 407-6201**, a letter stating why you are declining to bid. Mark the envelope "NO BID" and attach label to the front of the envelope.

Bids and no bids must be received and time stamped in the Procurement Division, Room 3-400, 421 North County Farm Road, Wheaton, Illinois 60187-3978, no later than **1:30 p.m.** Central time, on the public bid opening date of **January 29, 2015**.

The Contractor shall include with his bid, a bid security in the amount of 10% of the total bid, in the form of a bid bond, certified check or cashier's check made payable to the DuPage County Treasurer's Office. Any bid received without the required bid security will not be read after it is opened.

All bids are subject to staff analysis. The County of DuPage reserves the right to accept or reject any and all bids received and waive all technicalities.

Maria C. Calamia, CPPB
DuPage County
Procurement Division

COUNTY OF DU PAGE, ILLINOIS

INSTRUCTIONS TO BIDDERS

ON-LINE NOTIFICATION OF SPECIFICATIONS:

This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat® Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat® Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html.

Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6190 for these documents.

Companies interested in doing business with the County are able to register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage.

The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

ON-LINE PROVIDER DISCLAIMER:

DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

BID REQUIREMENTS:

All bids must be submitted on the blank bid form furnished with these contract documents and shall conform to the terms and conditions set forth in this Invitation to Bid (the ITB). Please make and retain a copy of your Response (Bid) for your records. The bid must be enclosed in a sealed envelope bearing the bid number and the printed title of the bid. Bidders must sign, in ink, the bid form where indicated and have the signature notarized. **Unsigned bids will not be read.**

Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

ALTERNATE/EQUAL BIDS:

The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those bids will contain the language "NO SUBSTITUTIONS," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "NO SUBSTITUTIONS" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature.

Bidders submitting alternate items, of equal specifications, may be requested to provide samples of the item they intend to supply for testing. The Procurement Manager of DuPage County shall be the sole judge to determine whether the alternate item is actually equal to the item identified in the specifications and the Procurement Manager's decision will be final and binding.

Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County.

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The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.

COMPETITION INTENDED:

It is the County's intent that this Invitation to Bid (ITB) permits competition. It shall be the bidder's responsibility to advise the Buyer in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Buyer not later than seven (7) days prior to the date set for bids to close.

DEVIATIONS:

The County of DuPage reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of an item bid, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.

EXCEPTIONS:

Exceptions will be considered up to the deadline listed in Project Information. Exceptions must be fully described, on the Bidder's letterhead and signed; exceptions must reference the bid number and the specification, contract term or other portion of the Invitation to Bid which is being excepted. If the Bidder wishes to propose terms and conditions or alternative paperwork it must do so as an exception. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; by its submission, the Bidder agrees that if selected, it will be bound by same. No exceptions or changes to contract terms will be accepted with the bid.

EXAMINATION BY BIDDER:

The Bidder shall, before submitting his bid, carefully examine the bid and specifications. If his bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions.

Unless otherwise provided in the SPECIAL CONDITIONS, when the specifications include information pertaining to preliminary investigations made by the County, such information represents only the opinion of the County of DuPage as to the location, character or quantity of the materials encountered. That information is only included for the convenience of the Contractor. The County of DuPage does not warrant the accuracy or the sufficiency of the information and assumes no responsibility therefore.

ELECTRONIC TRANSMITTALS:

Facsimile and/or e-mail transmitted bids will not be accepted by the County of DuPage. In addition, the County of DuPage will not transmit facsimile bid specifications to the Bidder.

INTERPRETATION OF CONTRACT DOCUMENTS:

If a potential Bidder is uncertain as to the meaning of any part of the specifications or this ITB, the bidder is expected to contact the Procurement Services Division up to the deadline listed on the Project Information page for Exceptions to Bids.

PREPARATION OF BIDS:

The Bidder shall return his bid on the attached bid forms. It must be returned with all pages intact. Please make and retain a copy of the signed bid for your records. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, shall be correctly filled in. Either a unit price or a lump sum price, or both as the case may be, shall be stated for each and every item, either typed in or printed in ink, in figures, and if required in words. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

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When a bid consists of a number of items, prices must be submitted for all items unless otherwise directed in the Special Conditions.

Where unit prices are to be bid, and/or where bids are to be made on more than one item, the Bidder shall extend the unit price(s) bid in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the bid and shall indicate same on the proposal pricing page. The Bidder must bid in accordance with the unit(s) of measure called for unless deviation procedure is followed. All extensions and total sums are subject to verification by the County and the correct extensions and sums will be used in the comparison of bids. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail.

Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award. The quantities for all items on which bids are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Bids will be compared on the basis of number of units stated in the Bid Pricing Section. Contract payment for unit price items will be based on the actual number of units delivered.

In certain cases, amounts are to be shown in both words and figures. When discrepancies occur between the "Written in Words" and the "In Figures" amounts for the total lump sum bid amount, the "Written in Words" shall govern.

Bidders are warned against making any erasures or alterations of any kind, and bids that contain omissions, erasures, conditions, or alterations may be rejected. The bidder must fill in all blanks. Use "N/A" or "None" where applicable.

If the Bidder is a corporation, the President shall execute the bid. In the event that the bid is executed by other than the President, a certified copy of that section of the corporate bylaws or other authorization by the corporation, which permits the person to execute the offer for the corporation, shall be submitted.

If the Bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Procurement Manager shall be submitted.

If the Bidder is a sole proprietor, the owner shall execute the bid.

A "Partnership" or "Sole Proprietor" operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1 et seq.

SUBMISSION OF BIDS:

The Bidder shall be responsible for delivery of bids to the Procurement Services Division before the date and hour set for the opening of bids. Late bids will not be considered and will be returned unopened.

All bids must be received in sealed envelopes that have your name and address in the UPPER left corner and the attached label filled in and pasted on the LOWER left corner.

Bids mailed "EXPRESS MAIL" must have bid number and due date on the outside of the EXPRESS MAIL envelope.

You must allow sufficient time for processing through the County's internal mailroom system.

PROPRIETARY INFORMATION:

Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim

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directly applies to the records requested.” 5 ILCS 140/7(1)(g). The county will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy with has all portions redacted that you deem to fall under a Freedom of Information Act exception.

CONTRACT AWARD INFORMATION:

The successful bidder will be asked to sign a contract agreement (sample attached).

If the bidder wishes to propose terms and conditions or alternative paperwork he must do so as an exception (see EXCEPTIONS above).

Award notification will be sent to the vendor receiving the award via mail or fax. Award status can be viewed at www.DemandStar.com.

Response summaries will be available over the Internet at www.DemandStar.com. This summary information will include bids that were delivered by the required bid opening date and time.

The above bid status information can also be obtained by contacting the Bid Coordinator at (630) 407-6190.

END OF INSTRUCTIONS TO BIDDERS

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GENERAL CONDITIONS

ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB):

If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum. If revisions are made after any mandatory Pre-Bid conference, the revisions will be provided only to those Contractors who will have attended the Pre-Bid conference.

Addendum information is available over the Internet at www.DemandStar.com. Adobe Acrobat® Reader may be required to view this document. We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.

APPLICABLE CODES AND ORDINANCES:

Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

ASSUMPTION OF RISK:

Until the completion and final acceptance by County of all the work under or implied by this Contract, the work shall be under the Contractor's care and charge and he shall be responsible therefore. Contractor shall rebuild, replace, repair, restore and make good all injuries, damages, re-erection, and repairs rendered necessary by causes, of any nature, to all or any portion of the work.

CHANGES:

The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor.

Illinois law requires that changes in excess of \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful Contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

COMMENCEMENT OF WORK:

The successful Contractor must not commence any billable work prior to the County's execution of the contract or until any required documents have been submitted. Work done prior to these circumstances shall be at the Contractor's risk.

COMMUNICATIONS:

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation, or contact with the County personnel concerning this solicitation or the evaluation process must be solely to the contact person listed on the cover page of this solicitation.

No contact regarding this document with other County employees or officers is permitted unless expressly authorized by the Buyer issuing the solicitation. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:

It is agreed that any and all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage confidential information, and not be copied, reproduced or duplicated in any

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manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

CONTRACTOR PERFORMANCE:

The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, contract specifications and attached exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

DISCIPLINE:

Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines

DRUG FREE WORKPLACE:

The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

ENDORSEMENTS:

Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

F.O.B.:

All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

FORCE MAJEURE:

The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

HOLD HARMLESS AGREEMENT:

Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and all of their partners, officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons, or property resulting from the operations of Contractor or any of his subcontractor in prosecuting the Work under this contract.

HOLDING OF BIDS:

Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond as liquidated damages for the County's loss in re-bidding.

INDEMNITY:

The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

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Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

LAW GOVERNING:

The ITB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

LIABILITY OF CONTRACTOR:

The mention of any specific duty or liability imposed upon Contractor shall not be construed as a limitation or restriction of any general or other liability or duty imposed upon Contractor by his Contract, said reference to any specific duty or liability being made merely for the purpose of explanation. Contractor shall be responsible to Owner for the acts and omissions of all his employees and all subcontractors, their agents and employees, and all other persons performing any of the Work under an agreement with Contractor.

LIENS, CLAIMS, AND ENCUMBRANCES:

Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

LOBBYIST REGISTRATION:

Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.

MSDS:

When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.

MISCELLANEOUS REQUIREMENTS:

The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

NON-DISCRIMINATING:

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

PATENTS:

Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an

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authorized County representative. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein.

Should Contractor of his agents be enjoined from furnishing or using any invention, article, material, or appliance required to be supplied under this contract, Contractor shall promptly offer other articles, materials, or appliances in lieu thereof, of equal quality suitability for review by County. If the County should disapprove of the offered substitutes and should elect in lieu of substitution, to have supplied, and to retain and use, any such invention, article, material or appliance as may be required by this Contract to be supplied, then Contractor shall pay such royalties and secure such valid licenses as may be necessary for the County. If the contractor does not make any approved substitution promptly, or does not pay such royalties to secure the licenses as may be necessary, then the Engineer shall have the right to make such substitution, or change the cost thereof against any money due Contractor from Owner, or recover the amount thereof from him and his sureties notwithstanding that final payment under this Contract may have been made.

PAYMENT:

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and **any statute of limitations to the contrary is hereby waived.**

PROTEST:

No protest shall be based on a matter or issue which could have been raised as an exception prior to bid opening.

Any protest concerning the award of a contract shall be decided by the Procurement Manager. Protests shall be made in writing to the Procurement Services Division and shall be filed within three (3) business days of final approval and acceptance of the bid by the County Board. A protest is considered filed when received by the Procurement Services Division. The written protest shall include the name and address of the protestor, the ITB number, a statement of the specific reasons for the protest and supporting exhibits. The Procurement Manager will respond to the written protest within seven (7) days. The Procurement Manager's decision relative to the protest shall be final. Upon receipt of a protest the County may, but is not required to, delay its order under the awarded contract.

RESERVATION OF RIGHTS:

The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of DuPage. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the ITB will result in the disqualification of the bid from further consideration.

The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

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TAX:

The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-06. A copy of the exemption letter is available upon written request. Additionally, the Department of Revenue of the State of Illinois under Rule No. 15, issued August 9, 1961, has declared that sales of materials to construction contractors for conversion into real estate for schools, governmental bodies, agencies and instrumentalities are not taxable retail sales.

TERMINATION, CANCELLATION AND DAMAGES:

The County may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency situation, as determined in the County's sole discretion, the Contractor shall be given notice and a five (5) day opportunity to cure before the termination becomes effective

If the County terminates this Contract because of the Contractor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Contractor under this bid or any unrelated contract.

If the County of DuPage fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.

TRANSFER OF OWNERSHIP OR ASSIGNMENT:

The terms and conditions of this contract shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments the County of DuPage must be notified and approve same in writing.

VENUE:

By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

WARRANTY:

Complete warranty information detailing period and coverage must be submitted.

END OF GENERAL CONDITIONS

COUNTY OF DU PAGE, ILLINOIS

PREVAILING WAGE

PREVAILING WAGE:

Not less than the prevailing rate of wages as determined by the County of DuPage or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. State Statutes regarding Prevailing Wage and the current wage rates are available online at www.state.il.us/agency/idol/rates/rates. You must retain payroll records for 5 years and make those records available for inspection by the County or the Illinois Department of Labor. You must submit monthly certification of payroll records. Certified Transcript of Payroll forms may be downloaded from the Contractors Forms page of the DuPage County Procurement Services Division website at www.dupageco.org/purchasing or you may use your own format containing the same information with pre-approval by the Purchasing Officer (submit sample with bid).

A determination by the Illinois Department of Labor of debarment for violation of the Prevailing Wage Act shall result in the Contractor being automatically deemed non-responsible for the period of debarment without further proceedings by the County.

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus the amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and recordkeeping duties

PREVAILING WAGE PRICE ADJUSTMENT:

The contractor is required to pay the current prevailing wage, which may be adjusted during the term of the contract or renewal, with no adjustment in the contract price. In the event the parties agree to renew the contracted services for additional periods, the labor prices stated in the bid may be adjusted to the then-current prevailing wage, and such adjustment shall govern the contract price during the renewal period. No adjustment will be made to the amount of mark-up.

Du Page County Prevailing Wage for January 2015 (See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	==	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		38.200	38.700	1.5	1.5	2.0	13.78	10.12	0.000	0.500
ASBESTOS ABT-MEC		BLD		35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER		BLD		44.240	48.220	2.0	2.0	2.0	6.970	17.54	0.000	0.350
BRICK MASON		BLD		42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030
CARPENTER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
CEMENT MASON		ALL		39.250	41.250	2.0	1.5	2.0	12.70	17.14	0.000	0.450
CERAMIC TILE FNLSHR		BLD		35.810	0.000	1.5	1.5	2.0	10.55	8.440	0.000	0.710
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	9.550	15.16	1.250	0.610
ELECTRIC PWR EQMT OP		ALL		37.890	51.480	1.5	1.5	2.0	5.000	11.75	0.000	0.380
ELECTRIC PWR GRNDMAN		ALL		29.300	51.480	1.5	1.5	2.0	5.000	9.090	0.000	0.290
ELECTRIC PWR LINEMAN		ALL		45.360	51.480	1.5	1.5	2.0	5.000	14.06	0.000	0.450
ELECTRIC PWR TRK DRV		ALL		30.340	51.480	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRICIAN		BLD		38.160	41.980	1.5	1.5	2.0	9.550	18.29	4.680	0.680
ELEVATOR CONSTRUCTOR		BLD		49.900	56.140	2.0	2.0	2.0	12.73	13.46	3.990	0.600
FENCE ERECTOR	NE	ALL		35.840	37.840	1.5	1.5	2.0	13.01	11.51	0.000	0.300
FENCE ERECTOR	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	18.81	0.000	0.400
GLAZIER		BLD		40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720

COUNTY OF DU PAGE, ILLINOIS

IRON WORKER	E	ALL	43.000	45.000	2.0	2.0	2.0	13.45	20.65	0.000	0.350
IRON WORKER	W	ALL	45.060	48.660	2.0	2.0	2.0	10.52	18.81	0.000	0.400
LABORER		ALL	38.000	38.750	1.5	1.5	2.0	13.78	10.12	0.000	0.500
LATHER		ALL	43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
MACHINIST		BLD	44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		ALL	31.400	32.970	1.5	1.5	2.0	9.850	13.10	0.000	0.600
MARBLE MASON		BLD	41.780	45.960	1.5	1.5	2.0	9.850	13.42	0.000	0.760
MATERIAL TESTER I		ALL	28.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MATERIALS TESTER II		ALL	33.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MILLWRIGHT		ALL	43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
OPERATING ENGINEER		BLD 1	47.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 2	45.800	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 3	43.250	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 4	41.500	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 5	50.850	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 6	48.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD 7	50.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 1	45.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 2	44.750	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 3	42.700	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 4	41.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 5	40.100	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 6	48.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY 7	46.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
ORNAMNTL IRON WORKER E		ALL	43.900	46.400	2.0	2.0	2.0	13.36	17.24	0.000	0.650
ORNAMNTL IRON WORKER W		ALL	45.060	48.660	2.0	2.0	2.0	10.52	18.81	0.000	0.400
PAINTER		ALL	41.730	43.730	1.5	1.5	1.5	10.30	8.200	0.000	1.350
PAINTER SIGNS		BLD	33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL	43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
PIPEFITTER		BLD	46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER		BLD	41.250	43.760	1.5	1.5	2.0	9.700	13.08	0.000	0.980
PLUMBER		BLD	46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER		BLD	39.700	42.700	1.5	1.5	2.0	8.280	10.06	0.000	0.530
SHEETMETAL WORKER		BLD	44.000	46.000	1.5	1.5	2.0	10.65	13.06	0.000	0.820
SPRINKLER FITTER		BLD	49.200	51.200	1.5	1.5	2.0	11.25	9.500	0.000	0.450
STEEL ERECTOR	E	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STEEL ERECTOR	W	ALL	45.060	48.660	2.0	2.0	2.0	10.52	18.81	0.000	0.400
STONE MASON		BLD	42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030
SURVEY WORKER-> NOT IN EFFECT		ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER		BLD	37.040	0.000	1.5	1.5	2.0	10.55	10.32	0.000	0.620
TERRAZZO MASON		BLD	40.880	43.880	1.5	1.5	2.0	10.55	11.63	0.000	0.820
TILE MASON		BLD	42.840	46.840	1.5	1.5	2.0	10.55	10.42	0.000	0.920
TRAFFIC SAFETY WRKR		HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER		ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER		BLD	41.620	42.620	1.5	1.5	2.0	9.850	12.61	0.000	0.650

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday)
 OSA (Overtime is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations of trade names may be viewed at <http://www.state.il.us/agency/idol/rates/rates.HTM>

SPECIAL CONDITIONS

ACCURACY DISCLAIMER:

The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

ADDITIONAL MISCELLANEOUS REQUIREMENTS:

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the County. The County staff will not take delivery of any equipment or material. The Contractor shall have a representative on-site to receive any equipment or material delivered for this project.

BASIS OF AWARD:

Contract will be awarded to lowest responsive, responsible bidder based upon the lowest Grand Total Bid. The County of DuPage reserves the right to increase or decrease the quantities and eliminate items shown herein to correspond with Departmental budgetary allowances; the actual Contract award amount will be determined by the County based upon the items selected. The County of DuPage reserves the right to decrease the quantities and eliminate Items shown herein to correspond with Departmental budgetary allowances; the actual Contract award amount will be determined by the County based upon the unit price and quantities selected.

BID SECURITY/BID BOND:

The Contractor shall include with his bid a bid security in the amount of 10% in the form of a certified check, bid bond or cashier's check, made payable to the DuPage County Treasurer's Office. Bid security will be returned upon request when the contract has been awarded.

CANCELLATION:

The County reserves the right to cancel the whole or any part of this contract (1) upon 120 day written notice, without cause, or (2) upon 30 day written notice for due to failure by the Contractor to carry out any obligation, term or condition of this contract. The County will issue written notice to the Contractor for acting or failing to act as in any of the following:

- a) The Contractor provides material that does not meet the specifications of this contract;
- b) The Contractor fails to adequately perform the services set forth of this contract;
- c) The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d) The Contractor fails to progress in the performance of this contract and/or gives the County reason to believe that the Contractor will not or cannot perform the requirements of the contract.

Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory, written response to the County. Failure on the part of the Contractor to adequately address all issues of concern may result in the County resorting to any single or combination of the following remedies:

- a) Cancel the contract;
- b) Reserve all rights or claims of damage for breach or any covenants of the contract;
- c) Perform any test or analysis on materials for compliance with the specifications of this contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne on the Contractor.

COUNTY OF DU PAGE, ILLINOIS

COMMENCEMENT OF WORK:

The successful Contractor must not commence any billable work prior to the County's execution of the contract, issuance of a purchase order or until all required documents have been submitted. Work done prior to these circumstances shall be at the Contractor's risk.

INSURANCE/LEGAL RESPONSIBILITY:

The Owner, Engineer and Landowner (if applicable) shall each be named as an additional insured on each of the insurance policies provided by Contractor under the insurance requirements.

INVESTIGATION OF BIDDERS:

The County will make such investigations as are necessary to determine the ability of the Contractor to fulfill bid requirements. The Contractor shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, service and supplies similar to that included in this bid. It shall be at the sole discretion of the County to reject any bid if it is determined the Contractor does not fully demonstrate its ability to carry out the obligations of the contract.

MANDATORY PRE-BID MEETING AND SITE VISITATION

A **MANDATORY** pre-bid meeting and site visit for visual evaluation of the required bid tasks and familiarization with the area prior to submitting a bid is scheduled according to project information schedule. No further on-site inspection will be held at any other time. Bids will not be accepted from bidders who fail to attend this mandatory pre-bid meeting and site visitation.

PARTS & MATERIAL

Any parts or material that may be required due to the services requested under shall be provided at the Contractor's expense. Items that remain as part of the repair, installation or work provided are considered billable parts and material. The County will not pay for "trade consumables" which should be included as overhead in the prices. Any costs for factory support or manufacturer's authorized service will be the obligation of the successful bidder.

PERFORMANCE AND PAYMENT BONDS:

The awarded Contractor shall, within fifteen (15) days of bid award, provide a Performance and Payment Bond a.) in the interest of the County of DuPage in the amount of one hundred percent (100%) of the contract amount to insure a timely and acceptable completion of this agreement and to insure payment for all materials, supplies and equipment charge and to insure compliance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.). No work shall be started until receipt of a performance and payment bond.

PERMITS, FEES, AND NOTICES:

The Contractor shall secure and pay for all Building Permits, IEPA Construction and Operating Permits, and Governmental Fees, licenses, and inspection necessary for the proper execution and completion of the work which are legally required, file all notices, comply with all laws, rules, regulations and lawful orders bearing on the performance of the work.

PROPERTY FURNISHED TO CONTRACTOR BY COUNTY OF DuPAGE:

All property furnished to the Contractor by the County of DuPage or specifically paid for by the County of DuPage, for use in the performance of this contract, shall be and remain the property of the County of DuPage, shall be subject to removal upon the County of DuPage's instruction, shall be used only in filling orders from the County of DuPage, shall be held at the Contractor's risk, shall be kept insured by the Contractor at the Contractor's expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to the County of DuPage, and upon recall by County of DuPage shall be packaged at Contractor's expense for shipment to County of DuPage in accordance with County of DuPage's instructions. Copies of policies or certificates of such insurance will be furnished to County of DuPage on demand.

It is agreed that any and all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage confidential information, and not be copied, reproduced or duplicated in any

COUNTY OF DU PAGE, ILLINOIS

manner or disclosed to any person or party, except as is necessary in the performance of this order/contract/and (3) be returned upon request.

SUBCONTRACTORS:

All subcontractors shall be identified on the form contained herein. Contractor shall require that the subcontractor comply with all Prevailing Wage Act requirements. The County of DuPage reserves the right to reject any or all subcontractors.

VENDOR QUALIFICATIONS:

Vendor will provide a general history, description and status of their Company.

END OF SPECIAL CONDITIONS

COUNTY OF DU PAGE, ILLINOIS

INSURANCE REQUIREMENTS

Upon notice of acceptance of proposal, the successful bidder shall, within thirty (30) calendar days of said notice, furnish to the Purchasing Agent a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County licensed to do business in the State of Illinois, and with a minimum insurance rating of A:VII as found in the current edition of A M Best's Key Rating Guide. **All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the County.** The Contractor is responsible for all insurance deductibles and Self-Insured Retentions.

TYPE OF INSURANCE		MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1.	Workers Compensation	Statutory
2.	Employers Liability	
	A. Each Accident	\$1,000,000
	B. Each Employee-disease	\$1,000,000
	C. Policy Aggregate-disease	\$1,000,000
3.	**Commercial General Liability ****	
	A. Per Occurrence	\$2,000,000
	B. General Aggregate	
	1. General Aggregate- Per project	\$2,000,000
	2. General Aggregate - Products/ Completed Operations	\$2,000,000
4.	Personal and Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
5.	Fire Legal Liability (any one fire)	\$100,000
6.	Medical Expense (any one person)	\$10,000
7.	**Umbrella Excess Liability (over primary)	\$2,000,000
	Retention for Self-Insured Hazards (each occurrence)	\$2,000,000
8.	** Business Auto Liability ****	\$1,000,000

* Up to \$5,000,000.00 in Contract Value (in excess contact Risk Manager)

** An Additional Insured Endorsement as well as endorsements for Waiver of Subrogation and Insurance is Primary and Non-Contributory to additional insured insurance coverage in addition to a Certificate of Insurance

**** Garage Liability (combines standard GL & Auto Liability) Garage Keepers Liability (is for damage to our vehicle)

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

- NOTE:
- A) It is the responsibility of Contractor to provide a copy of this PROPOSAL to their insurance carrier.
 - B) It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.
 - C) No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Certificates should be faxed (and hard copy mailed) to:

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DuPage County Procurement Services Division
Maria C. Calamia, CPPB, Buyer
421 North County Farm Road
Wheaton, IL 60187-3978

TX: (630) 407-6182

FX: (630) 407-6201

The insurance carrier of the insured is required to notify the County of DuPage of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

CHANGES IN INSURANCE COVERAGE:

The Contractor will immediately notify the County if any insurance has been cancelled, materially changed, or renewal has been refused and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits. If suspension of work should occur due to insurance requirements, upon verification by the County of the required insurance the County will notify Contractor when they can proceed with the work. Failure to provide and maintain the required insurance coverage(s) and limits could result in immediate cancellation of the contract and the Contractor shall accept and bear all costs that may result due to the Contractor's failure to provide and maintain the required insurance.

INSURANCE RATING:

All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION:

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

NOTICE OF LAWSUIT:

Within 5 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

CHOICE OF LEGAL COUNSEL:

The Contractor shall provide coverage as provided in the contract, if the County, an Employee, or Elected Official is named in a lawsuit then the County retains the right to choose legal counsel subject to the approval of the County and appointment by the State's Attorney of DuPage County.

RIGHTS RETAINED:

Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to the County.

END OF INSURANCE REQUIREMENTS

**GENERAL CONDITIONS OF THE
CONTRACT**

1. DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 "As directed," "as permitted," "reviewed," "acceptable," "approved," or words of similar import mean the direction, permission, review, approval, or acceptance of Engineer, unless stated otherwise.

1.2 "As shown," "as indicated," "as detailed," or words of similar import refer to the Drawings, if any, unless stated otherwise.

1.3 "Addenda" -- Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Contract Documents.

1.4 "Agreement" -- The written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided herein.

1.5 "Application for Payment" -- The Periodical Estimate for Partial Payment which is to be used by Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

1.6 "Bid" -- The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.7 "Bonds" -- Bid, performance, and payment bonds and other instruments of security.

1.8 "Change Order" -- A written order to Contractor signed by Owner authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

1.9 "Contract Documents" -- The Notice to Bidders, Instructions to Bidders, the Agreement, Addenda, Contractor's Bid (including documentation accompanying the Bid and any post-Bid

documentation submitted prior to the Notice of Award or Purchase Order), the Bonds, if any, these

General Conditions, the Specifications, the Drawings,

if any, together with any Supplementary Conditions, Special Provisions and all modifications issued after the execution of the Agreement.

1.10 "Contract Price" -- The monies payable by Owner to Contractor under the Contract Documents as stated in the Agreement.

1.11 "Contract Time" -- The number of days or the date stated in the Agreement for the completion of the Work or the initial contract period.

1.12 "Contractor" -- The person, firm, or corporation with whom Owner has entered into the Agreement.

1.13 "Date of Award" -- The date the County Board approves the contract as stated in the "Notice of Award" provided by some officer or agent of Owner duly authorized to give such notice.

1.14 "Day" -- A calendar day of twenty-four hours measured from midnight to the next midnight.

1.15 "Defective" -- An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment.

1.16 "Drawings" -- The drawings, if any, which show the character and scope of the Work to be performed and which have been prepared or approved by Engineer and are referred to in the Contract Documents. Drawings are also referred to as "Plans" in the Contract Documents.

1.17 "Effective Date of the Agreement" -- if applicable, the date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.18 "Engineer" -- The Director of the DuPage County Department of Public Works; or authorized

COUNTY OF DU PAGE, ILLINOIS

representative limited by the particular powers entrusted to that person or organization.

1.19 "Field Order" -- A written order issued by Engineer which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.

1.20 "Final acceptance" -- The date when the construction the project, or any part thereof, is complete in accordance with the Contract Documents so that the entire project can be utilized for the purposes for which it is intended and all monies due Contractor have been paid.

1.21 "Actual Damages" -- Financial loss suffered by the Owner in the case that the Work is not completed in a timely fashion; they are assessed and recovered by the Owner in lieu of actual damages for delayed completion; they do not constitute a penalty.

1.22 "Observer" -- The engineering or technical observer duly authorized or appointed by Engineer or by Owner, limited to the particular duties entrusted to him.

1.23 "Modification" -- (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a Field Order, or (d) a Work Request. A modification may only be issued after the effective date of the Agreement.

1.24 "Notice of Award" -- The written notice by Owner to the apparent successful Bidder to execute the Agreement with all required bonds and insurance.

1.25 "Notice to Proceed" -- a written notice given by Owner to Contractor (with a copy to Engineer) fixing the date (effective date) on which the Contract Time will commence to run.

1.26 "Owner" -- DuPage County, Illinois.

1.27 "Project" -- The total construction of which the Work to be provided under the Contract Documents may be the whole or a part, as indicated elsewhere in the Contract Documents.

1.28 "Provide" -- As used in the Specifications means furnish and install.

1.29 "Resident Project Representative" -- The authorized representative of Engineer or Owner who is assigned to the site or any part thereof.

1.30 "Specifications" -- Those portions of the Contract Documents consisting of written technical

descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

1.31 "Subcontractor" -- An individual, firm, or corporation having a direct contract with Contractor or with any Subcontractor for the performance of a part of the work at the site.

1.32 "Substantial Completion" -- The work (or a specified part thereof) has progressed to the point where, in the opinion of the Owner as evidenced by the Engineer the work (or specified part) can be utilized for the purpose for which it was intended. Substantial Completion does not include: final site cleanup or other items determined in accordance with Section 7.8 of the General Conditions.

1.33 "Work" -- The entire completed construction of the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

2. CONTRACT DOCUMENTS

2.1 General

The Contract Documents comprise the following general classifications of documents, including all additions, deletions, and modifications incorporated therein:

- Bidding Documents
- Contractual Documents
- Conditions of the Contract
- Specifications
- Drawings, if any

2.2 Bidding Documents

The Bidding documents issued by Owner to assist bidders in preparing their bids include:

2.2.1 Invitation to Bid bound herewith.

2.2.2 Instructions to Bidders bound herewith.

2.2.3 The Bid which is the offer of a bidder to perform the work described in the Contract Documents, made out and submitted on the

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prescribed Bid Form bound herewith, properly signed and guaranteed.

2.2.4 Any Addenda issued during the time of bidding, or forming a part of the Contract documents used by the bidder for the preparation of his Bid, shall be covered in the Bid, and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Bid.

2.3 Contractual Documents

2.3.1 Agreement covers the performance of the Work described in the Contract Documents, including all supplemental Addenda thereto and all general and special provisions pertaining to the Work or materials therefore. The Agreement form is bound herewith.

2.4 Bonds

2.4.1 Bid Bond as required in the Notice and Invitation to Bid

2.4.2 Performance, Payment and Maintenance Bonds

At the time of his execution of the Agreement, Contractor shall furnish bonds payable to the Owner executed by a corporate surety company acceptable to the County as follows:

a. Performance Bond in an amount equal to 100 percent of the total Contract Sum, conditioned upon the faithful performance of all covenants and stipulations of the Contract.

b. Payment Bond in an amount equal to 100 percent of the total Contract Sum for the payment of all persons, companies, or corporations who perform labor upon or furnish material to be used in the Work.

c. Defective Material, Workmanship and Equipment Bond in an amount of 100 percent of the total Contract Sum for the protection of the Owner against the results of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of said contract and which shall have appeared or been discovered within a one (1) year period from Final Acceptance of the Work by the Owner.

d. It is the responsibility of the Contractor to notify all surety companies and other signers of any of the bonds listed above, to familiarize themselves with all of the conditions and provisions of this Contract. All surety companies and other

signers shall waive their right of notification by the County of any change or modification of this Contract, or of decreased or increased work or of the cancellation of this Contract, or of any agents under the terms of this Contract. The waiver by the surety companies and other signers shall in no way relieve the surety companies and other signers of their obligations under this Contract.

2.5 Specifications and Drawings

2.5.1 Contract Specifications identified in the Contract Documents.

2.5.2 Contract Drawings identified in the Contract Documents and any referenced Government standard drawings listed on the Contract Drawings, or in the Special Provisions.

2.5.3 Addenda (if issued) of Specifications and Drawings incorporated in the Contract Documents.

2.6 Discrepancies

Any discrepancies found by the Contractor between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to Engineer, who shall promptly address in writing such inconsistencies or ambiguities to the Owner. Owner shall provide written direction to the contractor for correcting such inconsistency or ambiguity. Contractor shall not perform any extra work without prior written direction by the Owner (See Section 6.8.4)

2.7 Interpretation of Specifications and Drawings

The Contract Specifications and the Contract Drawings are intended to be explanatory of each other. Any work indicated on the Drawings and not in the Specifications, or vice-versa, is to be executed as if indicated in both. In the event of any doubt or question arising respecting the true meaning of the Specifications or Drawings, reference shall be made to Engineer and his decision thereon shall be final.

2.9 Titles and Headings

2.9.1 The titles and subheadings printed on the Drawings, in the General Conditions, in the Specifications, and elsewhere in the Contract Documents are inserted for the convenience of

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reference only, and shall not be taken or considered as having any bearing on the interpretation thereof.

2.9.2 Separation of the Specifications into Divisions and Sections shall not operate to make Engineer an arbiter to establish limits of work between Contractor and subcontractors, or between trades.

2.10 Additional Drawings and Instructions

2.10.1 The Drawings and Specifications are intended to be comprehensive and to indicate in more or less detail the scope of the Work. Should it appear that the Work to be done, or any of the matters relative thereto, is not sufficiently detailed or explained in these Contract Documents, including the Drawings, Contractor shall apply to Engineer for such further explanations as may be necessary and shall conform thereto as part of this Contract, so far as may be consistent with the terms of the Contract.

2.10.2 In addition to these explanations Engineer may furnish additional drawings and instructions from time to time during the progress of the Work to clarify or to define in greater detail the intent of the Specifications and Drawings, and Contractor shall make his work conform to all such additional drawings and instructions.

3. OWNER-CONTRACTOR-ENGINEER RELATION

3.1 Rights-Of-Way

The Owner will provide all rights-of-way and/or permanent easements for the Contractor under this Contract. Additional construction easements shall be obtained by the County if and when required. Any work performed outside of the right-of-ways given by the Owner will not be reimbursed by the Owner.

3.2 Right Of Owner to Terminate Agreement

3.2.1 Owner shall have the right to terminate his Agreement with Contractor after giving five (5) days written notice of termination to Contractor in the event of any default by Contractor.

3.2.2 It shall be considered a default by Contractor whenever he shall:

3.2.2.1 Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.

3.2.2.2 Disregard or violate provisions of the Contract Documents or fail to

prosecute the Work according to the agreed schedule of completion, including extensions thereof.

3.2.2.3 Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefor.

3.2.3 In the event of termination of the Agreement by Owner because of default by Contractor, Owner may take possession of the Work and of all materials and equipment thereon and may finish the Work by whatever method and means Owner may select.

3.3 Emergency Protection

3.3.1 In case of an emergency which threatens loss, damage, or injury to persons or property and which requires immediate action to remedy, in the absence of Contractor's personnel, then and in that event, Owner, with or without notice to Contractor or his surety, may provide suitable protection to the said property and persons by causing such work to be done and such material to be furnished as shall provide such protection as Owner may consider necessary and adequate. The cost and expense of such work and material so furnished shall be borne by Contractor and if the same shall not be paid on presentation of the bills therefor, then such costs shall be deducted from any amounts due or to become due Contractor.

3.3.2 The performance of such emergency work under the direction of Owner shall in no way relieve Contractor from any damages which may occur during or after such precaution has been taken by Owner.

3.4 Archaeological Finds

Notwithstanding anything to the contrary herein, in the event any archaeological artifacts within the project are discovered during the course of the work, Owner shall have and retain all right, title, and interest to such artifacts and shall have the further right, during the course of the Contract, to examine or cause to have examined, the site of the work for any such artifacts and to perform or have performed archaeological excavations and all other related work to explore for, discover, recover and remove such artifacts from the site of the work. In the event the work of archaeological examination and related work delays Contractor's work, he shall be entitled to an extension of time to complete the work equal to the number of days he is thus delayed.

3.5 Attention to Work

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Contractor shall supervise the Work to the end that it shall be prosecuted faithfully, and he shall at all times be represented by a competent superintendent or foreman who shall be present at the Work and who shall receive and obey all instructions or orders given under this Contract; and who shall have full authority to execute the same, and to supply materials, tools, and labor without delay; and who shall be the legal representative of Contractor. Contractor shall be liable for the faithful observance of any instructions delivered to him or to his authorized representative.

3.6 Utility Facilities

Unless otherwise indicated on the Drawings or unless otherwise taken care of by the owner thereof, all utilities and all structures of any nature, whether below or above ground, that may be affected by the Work shall be protected and maintained by Contractor and shall not be disturbed or damaged by him during the progress of the Work. Should Contractor disturb, disconnect, or damage any utility or any structure, all expenses of whatever nature arising from such disturbance or the replacement or repair thereof shall be borne by Contractor.

3.6.1 Shown or indicated: The information and data shown or indicated in the Contract Documents with respect to existing Utility Facilities at or contiguous to the site is based on information and data furnished to owner or Engineer by the owners of such Utility Facilities or by others.

The elevation and location of all utilities shown on the Drawings were taken from public records. It shall be the duty of Contractor to make final and exact determination of the location and extent of these utilities, and he will be liable for any expense resulting from damage to them.

Owner and Engineer shall not be responsible for the accuracy of completeness of any such information or data.

The Contractor shall proceed with caution in the excavation and preparation of the trench so that the exact location of underground structures may be determined. Prior to proceeding with trench excavation the Contractor shall contact all utility companies in the area to aid in locating their underground services.

The Contractor shall take all reasonable precautions against damage to existing utilities including hand excavating, as necessary. However, in the event of a break in, an existing aerial utility line, water main,

gas main, sewer or underground cable, he shall immediately notify the responsible official of the organization operating the utility interrupted. The Contractor shall lend all possible assistance in restoring services and shall assume all cost including loss of time, charges, or claims of the organization involved and connected with the interruption and repair of such services including all cost, including legal and engineering costs, etc. incurred by the County.

Contractor shall have full responsibility for reviewing and checking all information and data, for locating all Utility Facilities shown or indicated in the Contract Documents, for coordination of the work with the owners of such Utility Facilities during construction, for complying with all applicable Standards for each utility owner for protection or relocation of any facility, any permit or application fee, for the safety and protection and repairing any damage thereto resulting from the work, and for exploratory excavations.

3.6.2 Not shown or indicated: If an Utility Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and of which Contractor could not reasonably have been expected to be aware, Contractor shall promptly after becoming aware thereof and before performing any work affected thereby notify the owner of such Utility Facility and give written notice thereof to that owner and to owner and Engineer. Engineer will promptly review the Utility Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Utility Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, Contractor may be allowed an increase in the Contract Price or an extension of the Contract time, provided such delay affects the critical path, or both, to the extent that they are attributable to the existence of any Utility Facility that was not shown or indicated in the Contract Documents and of which Contractor could not reasonably have been expected to be aware. Utility adjustments which may be accomplished without expense to Contractor shall be made without expense to the Owner. **Any Utility shown on the plan view and not on profile shall not be considered a "Not shown or indicated" utility facility. The contractor is responsible to determine depths of existing utilities prior to the start of the excavation work required.**

3.6.3 Utility Facility(ies) include all public and private pipelines, conduits, ducts, bales,

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wires, overhead wires, manholes, vaults, tanks, tunnels, power poles, or other such facilities or attachments, and any encasement containing such facilities which have been installed underground or overland to furnish any of the following services or materials: electricity, gases, removal, traffic or other control systems, or water.

3.6.4 Any work required by the respective utility which is determined to be the responsibility of the owner shall be reimbursed with the bill from the utility company plus five percent to cover all expenses for overhead and loss of time for delaying the prosecution of the work. The contractor must coordinate any utility relocation(s) with the appropriate utility company, municipality, and/or organization that own and operate the affected utility.

3.6.5 The Contractor shall protect existing and any new utilities and other structures when considered necessary by the Engineer or a representative of the utility in question. The contractor shall support the utilities and structures properly in order to prevent settlement, displacement, or damage to the utilities and structures. The protection of the utilities shall also be included in the contract unit prices for the various contract items.

3.6.6 Contractors shall notify the DuPage County Department of Public Works, all appropriate agencies, all utility companies and J.U.L.I.E. at (800) 892-0123 of his intention to work at least forty-eight (48) hours prior to commencing any work.

3.7 Protection of Contractor's Work And Property

3.7.1 Contractor shall protect his work, supplies, and materials from damage due to the nature of the Work, the action of the elements, trespassers, or any cause whatsoever, until the completion and acceptance of the Work.

3.8 Existing Monuments and Surveys

3.8.1 Contractor shall be responsible for making all detailed surveys needed to layout and construct the work

3.8.2 Contractor shall carefully preserve all bench marks, reference points, and stakes established by Engineer or Contractors' Engineer and/or Land Surveyor. If Contractor causes damage or disturbance, he/she shall replace or will be charged for the cost of replacement and shall be responsible for any mistakes that may be caused by their loss.

3.9 Subcontractors

3.9.1 No subcontractor will be recognized as such, and all persons engaged in the work of construction will be considered as employees of Contractor and he will be held responsible for their work, which shall be subject to the provisions of the Contract.

3.9.2 Contractor shall perform with his own organization and with the assistance of workmen under his immediate supervision work of a value not less than thirty percent (30%) of the value of all work embodied in this Contract, except that furnishing and installing items of major equipment will be exempted from this requirement.

3.9.3 Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and Owner. It shall be further understood that Owner will have no direct relations with any subcontractor. Any such necessary relations between Owner and subcontractor shall be handled by Contractor.

3.9.4 Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, such subcontract shall be terminated immediately by Contractor.

3.9.5 Any extra work performed by a subcontractor shall be added a 5% fee for all profit and overhead, bonds, and insurance. This 5% fee shall will only be added to a copy of the pre agreed copy of the subcontract. No payment for the extra work will be made without the issuance of a Work Request or Change Order executed by the Owner prior to the subcontractors work.

3.10 Responsibility For Damage

3.10.1 Contractor shall assume the defense of, and indemnify and save harmless Owner and each and every officer, employee, and agent thereof, from any and all loss, liability, or damage and from all suits, actions, damages, or claims of every name and description, to which Owner or any of its officers, employees, or agents, may incur or be subjected or put by reason of injury to persons or property in the execution of the Work or resulting from acts, negligence, or carelessness on the part of Contractor, his employees, subcontractor, or agents, in the delivery of materials and supplies; or by or on account of any act or omission of Contractor, his employees, subcontractors, or agents, including, but not limited to, any failure to fulfill the terms of or comply with all laws and regulations which apply to this Contract; and said Owner shall have the right to

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estimate the amount of such damage and pay the same, and the amount so paid for such damage shall be deducted from the money due Contractor under this Contract, or the whole or so much of the money due or to become due Contractor under this Contract, as may be considered necessary by Owner, shall be retained by Owner until such suits or claims for damages shall have been settled or otherwise disposed of, and satisfactory evidence to that effect furnished to Owner. Nothing in this provision shall serve to limit the maximum liability of Contractor to Owner.

3.10.2 The rights of Owner under this Contract in control of the quality and completeness of the work shall not make Contractor an agent of Owner, and the liability of Contractor for all damages to persons or to public or private property, arising from Contractor's execution of the Work, shall not be lessened because of the existence, exercise, or non-exercise of such rights.

3.11 Cooperation with Owner and Other Contractors

Any difference or conflict which may arise between Contractor and other contractors who may be performing work on behalf of Owner, or between Contractor and workmen of Owner in regard to their work shall be adjusted and determined by Engineer. If the work of Contractor is delayed because of any acts or omissions of any other contractor of Owner, Contractor shall on that account have no claim against Owner other than for an extension of time.

3.12 Authority of the Engineer

All work done under this Contract shall be done in accordance with the Contract Documents and in a good workmanlike manner. To prevent disputes and litigation, Engineer shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract. Engineer shall decide all questions relative to the true construction, meaning, and intent of the Specifications and the Drawings; shall decide all questions which may arise relative to the classifications and measurements of quantities and materials and the fulfillment of his Contract; and shall have the power to reject work or material which does not conform to the terms of this Contract. The engineer's estimate and decision in all matters shall be a condition precedent to an appeal to Owner, or the right of Contractor to receive, demand, or claim any money or other compensation under this Contract and a condition precedent to any liability on the part of Owner to Contractor on account of this

Contract. Whenever Engineer shall be unable to act, then the Engineer or Owner shall designate all of the duties to another who will be vested with any or all of the powers herein given to Engineer.

3.13 Observation

Properly authorized observers shall be considered to be the representatives of Owner limited to the duties and power entrusted to them. It will be their duty to observe materials and workmanship of those portions of the work to which they are assigned, either individually or collectively, under instructions of Engineer and to report any and all deviations from the Drawings, Specifications, and other Contract provisions which may come to their notice. Any observer shall have the right to order the work to which he is assigned stopped at no cost to owner if, in his judgment, such action is necessary to allow proper observation, avoid irreparable damage to the work, or avoid subsequent rejection of work which could not be readily replaced or restored to an acceptable condition. Such stoppage shall be for a period reasonably necessary for notification of Engineer and for Engineer to determine that the work will in fact proceed in due fulfillment of all contract requirements.

3.14 Observation of Completed Work

3.14.1 If any work is covered up without being observed by Engineer or observer, it must, if required by Engineer in writing, be uncovered for examination and properly restored at Contractor's expense.

3.14.2 Re-examination of any work may be ordered by Engineer, and if so ordered in writing Contractor shall remove or uncover such portions of the completed work as may be directed by Engineer at any time before acceptance of the work. After examination, Contractor shall restore the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the restoring of the work shall be paid for as extra work but, should the work exposed or examined prove unacceptable, the uncovering, removing, and restoring of the work shall be at Contractor's expense.

3.15 Contractor's Duties

Except as specifically noted, Contractor shall provide and pay for: labor, materials and equipment; tools, construction equipment, and machinery; samples, shipping costs and tests; Necessary utilities, such as water supply, electrical power, telephones, roads, fences, and sanitary facilities, including maintenance

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thereof; other facilities and services necessary for proper execution and completion of the Work. Perform all the work described in these General Requirements except where specifically indicated to be performed by others.

3.16 Legal Compliance and Required Permits

The Contractor shall secure and pay for all legally required permits, licenses, and government fees, including insurance and bonds required by any permits or these documents. Comply with the codes, laws, ordinances, rules, regulations, orders, and other legal requirements of public authorities bearing on the conduct of the work. Submit written notice to Engineer of observed variance of Contract Documents from legal requirements. Any necessary changes will be adjusted as provided in the Contract for changes in the Work. Provide at all times facilities for access and inspection of the Work by representatives of Owner and of such governmental agencies designated by Owner as having the right to inspect the work.

4. MATERIALS, EQUIPMENT AND WORKMANSHIP

4.1 General Quality of Materials

Materials and equipment shall be new and of a quality equal to that specified.

4.2 Quality in Absence of Detailed Specifications

Whenever under this Contract it is provided that Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration, in either situation, of the use to which they are to be put.

4.3 Materials and Equipment Specified by Name

Any material or equipment indicated or specified by brand or trade name may also list at least one additional brand or trade name of comparable quality or utility followed by the words "or equal," except for those items of material or equipment which may be required by the Specifications to match others in use in an existing facility. Contractor may offer any material or equipment which shall be equal in every

respect to that specified, by written acceptance of such equipment or material shall be obtained from Engineer or Owner prior to the ordering and incorporation of the material and/or equipment into the work. The decision of Engineer shall be final.

4.4 Approval of Materials and Equipment

All materials and equipment offered to be furnished or furnished for the work are subject to inspection and approval or rejection by Engineer. Insofar as practicable, approval shall be obtained prior to purchase and delivery of materials and equipment to the site of the work.

4.5 Removal of Condemned Materials, Structures and Work

Contractor shall remove from the site of the work, without delay, all rejected materials, structures, or work of any kind brought to or incorporated in the Work, and upon his failure to do so, or to make satisfactory progress in so doing within two (2) working days after the service of a written notice from Engineer, the rejected material or work may be removed by Owner and the cost of such removal shall be taken out of the money that may be due or may become due Contractor on account of or by virtue of this Contract. No such rejected material shall again be offered for use by Contractor under this Contract.

4.6 Sunday, Holiday and Night Work

No work shall be done between the hours of six (6) o'clock p.m. and seven (7) o'clock a.m., nor on Saturdays, Sundays, or legal holidays, except such work as is necessary for the proper care and protection of work already performed or except in case of emergency and, in any case, only with the permission of Engineer in writing. It is understood, however, that night work may be established as a regular procedure by Contractor if he first obtains the written permission of Engineer, and that such permission may be revoked at any time by Engineer if Contractor fails to maintain at night adequate force and equipment for reasonable prosecution and to justify inspection of the work as well as any complaints from the public.

4.7 Records of Employees

Contractor and each subcontractor shall keep an accurate record showing the name, place of residence, occupation, per diem pay, and actual hours worked each day and each calendar week by each person employed in connection with the Work. The records shall be available at any time to Engineer or

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his duly authorized representative. The payrolls shall be certified.

5. INSURANCE, LEGAL RESPONSIBILITY, AND SAFETY

5.1 Sureties and Insurers: Certificates of Insurance

All Bonds and insurance required by the Contract Documents shall be obtained from surety or insurance companies that are duly licensed or authorized to issue Bonds or insurance policies for the limits and coverages required in the jurisdiction in which the Project is located.

Contractor shall deliver to Owner and Engineer, prior to the start of any Work at the project site, properly completed certificates of insurance, as evidence that the required insurance is in full force and effect.

5.2 Contractor's Liability Insurance

Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished. The insurance shall provide protection from claims set forth herein which may arise out of or result from Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

A. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

B. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

C. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

D. claims for damages insured by personal injury liability coverage which are sustained: 1) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or 2) by any other person for any other reason;

E. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

F. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

5.3.1 General Requirements

The insurance required to be purchased and maintained by the Contractor shall:

A. include at least the specific coverages and be written for not less than the limits of liability specified herein or required by Laws or Regulations, whichever is greater;

B. include completed operations insurance;

C. include contractual liability insurance equal to the following indemnity provisions;

1. To the fullest extent permitted by Laws and Regulations, Contractor shall defend, indemnify and hold harmless Owner, Engineer, Engineer's Consultants and the officers, directors, partners, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of Work, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

2. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, any person or organizations directly or indirectly

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employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

3. The obligations of Contractor under paragraph 1 shall not extend to the liability of Owner, Engineer, Engineer's Consultants, and their officers, directors, partners, employees or agents caused primarily by negligent preparation of maps, drawings, surveys, designs or specifications upon which is placed the applicable state-authorized design professional seal of Owner's, Engineer's or Engineer's Consultant's officers, directors, partners, employees or agents.

D. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days' prior written notice has been given to Owner and Engineer;

E. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work;

F. with respect to completed operations insurance, and any other insurance coverage written on a claims-made basis, remain in effect for at least 2 years after final payment (and Contractor shall furnish Owner and Engineer evidence satisfactory to Owner of continuation of such insurance at final payment and one year thereafter);

G. contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance; and

H. with respect to workers' compensation and employers' liability, comprehensive automobile liability, commercial general liability, and umbrella liability insurance, Contractor shall require its insurance carriers to waive all rights of subrogation against Owner, Engineer, and their respective officers, directors,

partners, employees, and agents. Contractor shall be required to present evidence of such waiver.

5.3.2 Workers' Compensation and Employers' Liability Insurance.

This insurance shall protect Contractor against all claims under applicable state workers' compensation laws, including coverage as necessary for the benefits provided under the United States Longshoremen's and Harbor Workers' Act and the Jones Act. Contractor shall also obtain insurance against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. This policy shall include an "all states" or "other states" endorsement.

The minimum acceptable liability limits shall be as specified in the Insurance Requirements.

5.4 Waiver of Rights

Owner and Contractor intend that all property insurance required by the Contract Documents will protect Owner, Contractor, Subcontractors, Engineer, and Engineer's Consultants, and will provide primary coverage for all losses and damages caused by the perils covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, and agents for all losses and damages caused by, arising out of, or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, Engineer, and Engineer's Consultants for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

5.5 Receipt and Application of Insurance Proceeds

Any insured loss under the property insurance will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and the requirements of this paragraph. Owner shall deposit in a separate account

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any money so received, and shall distribute it in accordance with such agreement as the parties interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object, in writing, to Owner's exercise of this power within 15 days after the occurrence of loss. If such objection is made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers.

5.6 Named Insured -- The named insured on the required insurance policies shall be as specified by Owner and must be indicated on the appropriate Certificates of Insurance.

5.7 Notification of Insurance Companies

It is the responsibility of Contractor to notify all insurance companies to familiarize themselves with all of the conditions and provisions of this Contract. The insurance companies shall waive their right of notification by Owner of any change or modification of this Contract, or of decreased or increased work, or of the cancellation of this Contract, or of any other acts by Owner or its authorized employees or agents under the terms of this Contract. The waiver by the insurance companies shall in no way relieve the insurance companies of their obligation under this Contract.

5.8 Injury or Illness Reports

Contractor shall file with Engineer three (3) copies of employer's report of injury or illness immediately following any incident requiring the filing of said report during the prosecution of the work under this Contract. Contractor shall also furnish to Engineer three (3) copies of the employer's report of injury or illness involving any subcontractor on this project.

5.9 Patents

5.9.1 Except as otherwise provided in these Contract Documents, Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work, and agrees to indemnify and save harmless Owner and Engineer and their duly authorized representatives or employees, from

all suits at law, or actions of every nature for, or on account of the use of, any patented materials, equipment, devices or processes.

5.9.2 Should Contractor, his agents, servants, or employees, or any of them, be enjoined from furnishing or using any invention, article, material, or appliance supplied or required to be supplied or used under this Contract, Contractor shall promptly offer other articles, materials, or appliances in lieu thereof, of equal efficiency, quality, finish, suitability, and market value, for review by Engineer. If Engineer should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such invention, article, material, or appliance as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner and officers, agents, and employees, or any of them, to use such invention, article, material, or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then in that event Engineer shall have the right to make such substitution, or charge the cost thereof against any money due Contractor from Owner, or recover the amount thereof from him and his sureties notwithstanding that final payment under this Contract may have been made.

5.9.3 Except as otherwise provided in these Contract Documents, Contractor shall pay all such royalties or other monies required to be paid as aforesaid.

5.10 Laws to be observed

Contractor shall keep himself fully informed of all existing and future federal, state, county and municipal laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the materials used in the Work or conduct of the Work or the rights, duties, powers, or obligations of Owner or of Contractor or which otherwise affect the Contract, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents, subcontractors, and employees to observe and comply with, all such laws, ordinances, regulations, orders, and decrees, and shall protect and indemnify Owner and all of its officers, agents, and employees, and Engineer,

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against any claim, loss, or liability arising or resulting from or based upon the violation of any such law, ordinance, regulation, order, or decree, whether by himself or by his agents, subcontractors, or employees.

5.11 Provisions of Law

It is specifically provided that this Contract is subject to all the provisions of law regulating and controlling the performance of work for Owner, and that the rules of law shall prevail over any provision contained in any of the Contract Documents which may be in conflict thereto or inconsistent therewith. Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.

5.11.1 By submitting a response, bidder/offeror/vendor agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

5.12 Deliveries to Contractor

Delivery by Owner or any of its agents or representatives to Contractor of any drawings, samples, notices, letters, communications, or other things may be made by personal delivery to Contractor; by personal delivery to Contractor's foreman or superintendent at the site of the Work; by delivery to Contractor's business address specified in the Bid or specified in a written notice of changed address delivered to Owner; or by delivery to Contractor's office at the site of the Work. Delivery to Contractor's above mentioned business address, or to Contractor's office at the site of the work, may be made either by personal delivery to such address or office or by depositing the thing to be delivered in the United States mail, postage prepaid, addressed to such address or office.

5.13 Assignment of Contract

This Contract may not be assigned in whole or in part except upon the written consent of Owner. Any

assignment agreement shall be subject to review and approval by Owner.

5.14 Protection of Persons and Property

5.14.1 Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. Contractor shall furnish such watchmen, guards, fences, warning signs, lights, and walkways, and shall take all other precautions as shall be necessary to prevent damage to persons or property. All structures and improvements in the vicinity of the Work shall be protected by Contractor, and if such property is damaged, injured, or destroyed by Contractor, his employees, subcontractors, or agents, it shall be restored to a condition as good as when he entered upon the Work.

5.14.2 The duty of Engineer to conduct construction inspection of Contractor's performance does not include any review of the adequacy of Contractor's safety measures in, on, or near the construction site or sites. Engineer has not been retained or compensated to provide design and construction review services relating to contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for Contractor to perform his Work.

5.15 Liability of Owner's Representatives and Officials

No official or employee of Owner, nor Engineer, nor any authorized assistant or agent of any of them, shall be personally responsible for any liability arising under this Contract. Engineer shall not be responsible for construction means, methods, techniques, sequences and procedures, time of performance, or for safety precautions and programs in connection with construction work. Engineer shall not be responsible for Contractor's failure to carry out the work in accordance with the construction Contract. Engineer shall not be responsible for acts or omissions of Contractor, any subcontractors, or any of their agents or employees, or any other persons performing any of the work.

6. PROGRESS AND COMPLETION OF WORK

6.1 Progress Schedule

6.1.1 The CONTRACTOR shall prepare a detailed progress schedule in graphic form showing proposed dates of starting and completing each

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division or task of the Work. The Engineer and Owner shall have the right to review the proposed schedule and request detailed information to be placed into the schedule. The schedule will be treated as a Submittal as described in Section 8 of the General Conditions.

6.1.2 The schedule shall be consistent with the time and order of work requirements of the Specifications, and shall be the basis of Contractor's operations.

6.2 Commencement of Contract Time: Notice to Proceed

The Notice to Proceed or Purchase Order will be issued as stated in the Special Conditions.

6.3 Notice of Starting Work

Contractor shall notify Owner in writing at least forty-eight (48) hours before starting any work of his intentions to do so. In case of a temporary suspension of work he shall give notice of the reason for the suspension and when the Contractor will resume the Work. The notice of such suspension shall not be construed as approved.

6.4 Substantial Completion

Contractor shall promptly begin the work and prosecute the same until the Work under this Contract shall be substantially complete within the time specified in the Agreement. When the Contractor considers the entire Work ready for its intended use the Contractor shall, in writing to the Owner and Engineer, request an inspection of the work for purposes of establishing certification of work completed and requests for payment. Within a reasonable time thereafter, the Engineer shall respond to the Contractor by either (a) scheduling an inspection of the Work by the Owner, Engineer, and Contractor to determine the status of completion or (b) notifying the Contractor that the Engineer does not consider the Work to be substantially complete and shall include reasons he considers the Work not substantially complete. If, after the inspection the Owner and Engineer consider the Work substantially complete, the Engineer shall prepare and deliver to the Owner a tentative Certificate of Substantial Completion, which shall fix the date of Substantial Completion. The tentative certificate shall have attached a list of items to be completed or corrected prior to payment. Owner shall have seven (7) days after receipt of the tentative certificate during which he may make written objection to Engineer as to any provisions of the certificate or the adequacy of the attached list. If, after such inspection, Owner and Engineer conclude that the Work is not substantially

complete, Engineer will within fourteen (14) days after such inspection notify Contractor in writing, stating reasons therefore. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending payment between Owner and Contractor with respect to security, operation, safety, maintenance, heat, utilities, insurance, and warranties. Unless Contractor agrees otherwise in writing and so informs Engineer prior to Engineer's issuing the definitive Certificate of Substantial Completion with the attached list of items to be completed or corrected, Engineer's aforesaid recommendation will be binding on Owner and Contractor until payment.

6.5 Failure to Complete the Work on Time

Should the Contractor fail to complete the work within the specified Contract Time or within such extended time as may be allowed, the Contractor shall be liable to the Owner for all costs incurred for engineering and inspection, and other expenses directly attributed by reason of the Contractor's failure to complete the work within the specified time.

Since the parties involved may be unable to agree as to the amount of the loss which would be suffered by the Owner and as it may be impractical to accurately compute the actual delay costs, the Contractor shall be liable to the Owner, not as a penalty but as liquidated damages, for the dollar amount stipulated in the Agreement for each and every calendar day after expiration of the Contract Time, during which any part of the Work required by the Drawings or Specifications remains incomplete and unacceptable to the Owner. The Owner will deduct these liquidated damages from any monies due or to become due to the Contractor from the Owner.

6.6 Equipment and Methods

The Work under this Contract shall be prosecuted with all materials, tools, machinery, apparatus, and labor, and by such methods as are necessary to the complete execution of everything described, shown, or reasonably implied in the Contract Documents. If at any time before the beginning or during the progress of the work, any part of Contractor's plant or equipment or any of his methods of execution of the work appear to Engineer to be insufficient or inadequate to insure the required quality or rate of progress of the Work, he may request and Owner may order Contractor to increase or improve his facilities or methods and Contractor shall comply

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promptly with such orders, but neither compliance with such orders nor failure of Owner to issue such orders shall relieve Contractor from his obligation to secure the quality of the Work and the rate of progress required. Contractor alone shall be responsible for the safety, adequacy, and sufficiency of his equipment and methods.

6.7 Unfavorable Weather and Other Conditions

6.7.1 During unfavorable weather and other unfavorable conditions Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work whose satisfactory quality will be affected by an unfavorable condition shall be constructed while these unfavorable conditions exist unless, by special means or precautions, Contractor shall be able to overcome them.

6.7.2 If the Contractor files a claim or an extension of time due to abnormal or severe weather, the Contractor must provide documentation proving that the weather has been abnormally severe during the contract time of the occurrence of the delay versus the previous 10 years recorded by the National Weather Service.

6.8 Amending and Supplementing Contract Documents

6.8.1 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

A formal Written Amendment,

A Change Order or,

A Work Request Change.

Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.

In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized in one or more of the following ways:

A Field Order,

An Engineer's approval of a Shop Drawing or sample,

An Engineer's written interpretation or clarification.

6.8.2 Changes in The Work

Without invalidating the Agreement and without notice to any surety, Owner may at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Written Amendment, a Change Order or a Work Request Change. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). If the contractor does not agree to the terms or reimbursement method stated on a Work Request. The contractor must state his/her disagreement with the issued Work Request Change immediately and prior to starting said extra work. If an agreement can not be reached the Engineer may direct such work to be performed on a time and material basis.

If Owner and Contractor are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the contract time that should be allowed as a result of a Work Directive Change, a claim may be made therefore as provided in Paragraph 6.8.3. However the contractor must notify the Engineer in writing prior to starting the work described in the Work Request.

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a Surety, the giving of such notice shall be Contractor's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

6.8.3 Change of Contract Price

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing Work at the unit prices provided in the Bid Form. All duties, responsibilities and obligations assigned to or undertaken by Contractor for each assigned project shall be at his expense without change in the unit prices.

The contract Price may only be changed by a Change Order, by a Written Agreement, or Work Request. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to Engineer **immediately** after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless

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Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event.

6.8.4 No claim of Contractor for extra compensation because of any change, alteration, deletion, addition, or extra work will be paid or be payable unless a written order for such change, alteration, deletion, addition, or extra work is signed by the authorized representative of Owner **prior** to Contractor performing the extra work. All adjustments, if any, in the Contract Price to be paid to Contractor because of any such change, alteration, deletion, addition, or extra work shall be made only to the extent and in the manner provided under the paragraph, "Payment For Extra Work and Work Deleted" in these General Conditions. Such alterations shall in no way affect, violate, or make void this Contract or any part thereof, except that which is necessarily affected by such alterations and is clearly the evident intention of the parties to this Contract.

6.8.5 In case of neglect, refusal, or inability by Contractor, for any reason, to perform any extra work which may be authorized by Owner or to make satisfactory progress in its execution, Owner may employ any person or persons to perform such work and Contractor shall not in any way interfere with or molest the person or persons so employed.

6.8.6 When any changes decrease the amount of work to be done, such changes shall not constitute a basis or reason for any claim by Contractor for extra compensation or damages on account of any anticipated profits which he thereby loses on the omitted work, and Contractor shall not be entitled to any compensation or damages therefor.

6.9 Suspension of Contract Time, Delays, and Extension of Time

6.9.1 Owner may at any time suspend the Work, or any part thereof, by giving notice to contractor in writing. The work shall be resumed by Contractor on the date fixed in a written notice from owner to Contractor. No work shall be performed during the suspension. Contractor may also request a suspension of contract time. This request must be submitted in writing including the reason for the suspension and the date the contractor proposes to resume work showing any changes to the planned duration of the schedule due to the suspension. The

Engineer shall respond within seven (7) calendar days from the date of the request. The Owner reserves the right to resume the contract time at any time prior to the contractor's proposed re-start date as a condition of acceptance of such suspension.

6.9.2 As between the Contractor and Owner, the Contractor shall assume the risk of all suspensions of, delays in or hindrances to the performance of the Work, regardless of the length thereof, arising from any and all causes whatsoever, including without arising from any and all causes whatsoever, including without limitation, those due to any acts or omissions of the Owner, the Engineer, other contractors or subcontractors, except only to the extent that an extension of time may be due to the Contractor as expressly provided for in this Article for such suspension, delay or hindrance. The Contractor shall bear all costs, expenses and liabilities which he may incur in connection with such suspensions, delays or hindrances, and all such suspensions, delays, or hindrances, cost, expenses and liabilities of any nature whatsoever, whether or not provided for in this Contract, shall conclusively be deemed to have been within the contemplation of the parties. Therefore, the Contractor agrees to make no claim for damages for delay due to any of the foregoing causes and agrees that an extension of time as provided in this Article shall be the Contractor's sole and exclusive remedy against the Owner.

6.9.3 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner or the Engineer, or by any employee of either, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, unavoidable casualties, or any other causes beyond the contractor's control and the risks of which are not otherwise assumed by Contractor hereunder, or by delay authorized by the owner, or by any other cause which the Engineer determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine. Contractor shall not be entitled to an extension of time for delays caused by weather conditions or other natural phenomena of normal intensity for the locality, unsuitable ground conditions, inadequate construction forces, financial difficulties of Contractor or his subcontractors, or the failure of the Contractor or his subcontractors to place orders for equipment or materials sufficiently in advance to insure delivery when needed.

6.9.4 The Contractor must revise his progress schedule within ten (10) calendar days after notice is given for the extension of time. If the extension of time is disapproved by the Owner, the

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Contractor shall make all necessary arrangements to substantially complete the project within the time or date required. If an extension of time is disapproved and the Contractor works beyond the substantial completion date, damages shall be deducted from the final payment.

6.10 Effect of Extension of Time

The granting of any extension of time on account of delays which in the judgment of Owner are avoidable delays shall in no way operate as a waiver on the part of Owner of its rights under this Contract.

6.11 Proof of Compliance with Contract

In order that Engineer may determine whether Contractor has complied with those requirements of this Contract with which compliance is not readily ascertainable through inspection and tests of the work and materials, Contractor shall, at any time requested, submit to Engineer properly authenticated documents or other satisfactory evidence as proof of his compliance with such requirements.

7. PAYMENTS TO CONTRACTOR

7.1 Progress Estimates and Payments

7.1.1 Contractor shall submit an original and two copies of the Contractor's invoice prepared on the Contractor's letterhead listing all items of the contract and the units billed for each item and the total amount due for each invoice. Contractor shall then submit the partial payment request to Engineer for approval or comment.

7.1.2 No payment will be made for any material stored on site or partially incorporated into the Work. The Contractor will only be paid for the items which are completed as required by the Contract Documents.

7.1.3 No estimate shall be required to be made when, in the judgment of Engineer, the total value of the work done and materials incorporated into the work under this Contract since the last preceding estimate amount to less than five thousand dollars (\$5,000) except as a final payment.

7.1.4 The payment requests shall be signed by Engineer and approved by Owner, and after such approval, Owner, subject to the foregoing provisions, will pay or cause to be paid an amount equal to the value of the work performed.

7.1.5 The estimates shall be signed by Engineer, approved by Owner, and after the Owner

approves the estimate, the Owner, subject to the foregoing provisions, will pay or cause the Contractor to be paid an amount equal to the estimated value of the work the Contractor performed less a retained amount in accordance with the following:

7.1.5.1 The Owner shall retain ten percent (10%) of the estimated value of the Work to ensure the Contractor's satisfactory performance.

7.1.5.2 After the Contractor satisfactorily completes eighty percent (80%) of the Work, the Engineer or Owner may reduce any retained amount during the remaining progress of the Work provided Contractor continues to make satisfactory progress and there is no specific cause for greater withholding.

7.1.5.3 The Engineer or Owner may use the retained amounts to remedy any Defective or Uncorrected Work whenever this Contract authorizes such remedy. At the time of the final payment, the Engineer or Owner may apply any retained amounts to offset any approved adjustment or authorized deduction to the Contract Price.

7.2 Unit Price Items

7.2.1 For all unit price items, quantities as set forth are the best estimates of the work that may be required for each individual project which can be made, since actual quantities cannot be determined until construction is completed.

7.3 Payment for Extra Work or Work Deleted

Whenever corrections, additions, deletions or modifications in the Work under this Contract change the amount of work to be done or the amount of compensation due Contractor except as provided for unit price items, Owner will prepare a Work Request or Change Order setting forth the extra work to be performed or work to be omitted. Such a Change Order will also set forth the method of computing the added or reduced compensation to be due Contractor. The method of computing the added or reduced compensation will be determined under one or more of the following methods as selected by Owner:

A. By unit prices contained in Contractor's original bid and incorporated in this construction Contract.

B. By negotiated unit prices for items not included in Contractor's original bid.

C. By an acceptable lump sum price proposal by Contractor.

D. By time and material.

7.3.1 Time and Material Payment

When work is to be paid for on a time and material basis **for extra or change order work only**, the Contractor will be paid the costs for labor, materials, and equipment plus a markup of twenty percent (20%) to the cost of labor, fifteen percent (15%) to the cost of materials, and fifteen percent (15%) to the equipment rental. These markups shall constitute full compensation for overhead and profit.

It is understood that labor, materials, and equipment may be furnished by Contractor or by a subcontractor or by others on behalf of Contractor. When the work is performed by forces other than Contractor's organization, Contractor shall reach agreement with such other forces as to the distribution of the payment made by Owner for such work and no additional payment therefore will be made by Owner. **THE CONTRACTOR SHALL ONLY BE ENTITLED TO 5% MARKUP FOR THE SUBCONTRACT. THIS MARKUP SHALL INCLUDE THE COSTS FOR ALL OVERHEAD, PROFIT, BONDS, INSURANCE AND ANY OTHER COSTS ASSOCIATED BY THE USE OF A SUBCONTRACTOR. THE CONTRACTOR MUST SUBMIT A COPY OF THE SUBCONTRACT PRIOR TO EXECUTING THE WORK.**

The Contractor must submit a list of all proposed labor, equipment, and materials that will be used to accomplish the extra work. Such list will be reviewed by the engineer prior to the start of the work. The costs for labor, materials, and equipment will be determined as provided in the following paragraphs:

7.3.1.1 Labor

The actual wages used in performing the work, whether the employer is Contractor, subcontractor, or other forces, will be the amount paid to workmen including foremen and superintendents devoting their exclusive attention to the work in question. The actual wages shall include payments to, or on behalf of, workmen for health and welfare, pension, vacation, and all other benefits.

To the actual wages will be added fifteen percent (15%), which percentage shall constitute full compensation for all payments imposed by state and federal laws, for worker's compensation, for public liability and property damage insurance, and for all other payments made to, or on behalf of, the worker's other than actual wages.

7.3.1.2 Materials

Only materials incorporated in the work will be paid for, the cost of which will be the cost to the purchaser, whether Contractor, subcontractor, or other forces, from the supplier thereof. If Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof, or if the cost of such materials is excessive, in the opinion of Engineer, then the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site, less any discounts.

Owner reserves the right to furnish such materials as it deems advisable, and Contractor shall have no claims for costs and profit on such materials.

7.3.1.3 Equipment

Contractor will be paid for the equipment at the rental rates established as provided in the following paragraphs, which rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals. Operators of rented equipment will be paid for as provided under "Labor."

Unless otherwise specified, manufacturers' ratings shall be used to classify equipment for the determination of applicable rental rates.

For the use of any equipment normally required for the Contractor regardless of whether the equipment is already on the work or is to be delivered to the work and regardless of ownership and any rental or other agreement entered into by Contractor for the use of such equipment, Contractor will be paid as provided herein at the current local rental rates used by established distributors or equipment rental agencies.

Individual pieces of equipment not listed and having a replacement value of two hundred fifty dollars (\$250.00) or less shall be considered to be tools or small equipment and no payment will be made for their use on the work.

In computing the hourly rental of equipment, less than thirty (30) minutes shall be considered one-half (1/2) hour, except that the minimum rental time to be paid per day shall be one (1) hour. Rental time will not be allowed while equipment is inoperative due to breakdowns or non-working days.

The rental time of equipment to be paid for shall be the time the equipment is in operation on the time and material work being performed and, in addition, shall include the time required to move the

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equipment to the site of such time and material work and return it to the site of its original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the site of the time and material work on other than the time and material work. Loading and transporting costs will be allowed when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the time and material work on other than the time and material work. For the use of equipment not required under the Contract and moved in on the work and used exclusively for time and material work, Contractor will be paid as provided above, except that the rental period shall begin at the time the equipment is unloaded at the site of the time and material work and shall terminate at the end of the day on which the order to discontinue the time and material work is given to Contractor by Engineer. The minimum total rental time to be paid for shall be eight (8) hours.

7.3.2 Reporting and Invoicing

All time and material work shall be reported daily and signed by Contractor and Engineer, which daily reports shall thereafter be considered the true record of time and material work done. Completely detailed invoices covering the time and material work shall be submitted for payment not later than fifteen (15) days after the completion of the work. The charges for work performed by Contractor, subcontractor, and by an employee of a subcontractor shall be reported separately. Substantiating invoices from suppliers, vendors, and subcontractors shall be included with Contractor's invoices. Contractor shall permit examination of accounts, bills, and vouchers relating to the time and material work when requested by Engineer.

7.4 Owner's Right to Withhold Certain Amounts

7.4.1 Owner may withhold from payments to Contractor such an amount or amounts as may be necessary to cover:

7.4.1.1 Payments that may be earned or due for just claims for labor or materials furnished in and about the work.

7.4.1.2 Defective work not remedied.

7.4.1.3 Failure of Contractor to make proper payments to a subcontractor.

7.4.1.4 Reasonable doubt that this Contract can be completed for the balance then unpaid.

7.4.1.5 Excess cost of field engineering, inspection, and other expenses.

7.4.2 Owner also reserves the right, even after full completion and acceptance of the Work, to refuse payment of the final amount due Contractor until it is satisfied that all subcontractors, material suppliers, and employees of Contractor have been paid in full.

7.5 Payment for Uncorrected Work

If any portion of the work done or material furnished under this Contract proves defective and not in accordance with the Contract Documents; and if the imperfection in the same is not of sufficient magnitude or importance to make the work dangerous or wholly undesirable; or if the removal of such work is impracticable or will create conditions which are dangerous or undesirable, Engineer shall have the right and authority to retain such work instead of requiring the imperfect work to be removed and reconstructed, but he/she shall recommend to Owner such deductions therefor in the payments due or to become due Contractor as may be just and reasonable, and Owner may make such deductions as are just and reasonable.

7.6 Payment for Work by Owner Following Termination of the Contract

Upon termination of the Contract by Owner in accordance with "Right of Owner To Terminate Agreement" no further payments shall be due Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work, including all overhead costs, the excess shall be paid to Contractor. If the cost of completing the work shall exceed the unpaid balance, Contractor shall pay the difference to Owner. The cost incurred by Owner, as herein provided, and the damage incurred through Contractor's default, shall be certified by Owner.

8. PROTECTION OF AIR RESOURCES

The Contractor shall keep construction activities under surveillance, management and control to minimize pollution of air resources. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with all applicable Local, State, and Federal Air Pollution Control Regulations. Ambient Air Quality Standards set by the Environmental Protection

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Agency shall be maintained. The Contractor shall maintain all excavation, stockpiles, haul roads, permanent and temporary access roads, spoil areas, and all other work areas within the project boundaries free from particulates which would cause air pollution or would cause a hazard or nuisance. Sprinkling, chemical treatment of an approved type, light bituminous treatment or other methods will be permitted to control particulates in the work area. Sprinkling, to be efficient, must be repeated at such intervals as to keep the disturbed area damp at all times. The Contractor must have sufficient competent equipment available to accomplish this task. Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and State allowable limits at all times. Odors shall be controlled at all times for all construction activities, processing, and preparation of materials. Monitoring of air quality shall be the responsibility of the Contractor. All air areas affected by the construction activities shall be monitored by the Contractor. Environment Protection shall not be measured for payment but shall be considered as included in the various pay items.

8.1 Dust Control Watering

This work shall consist of the exclusive control of dust resulting from construction operations. Dust shall be controlled by the uniform application of sprinkled water and shall be applied only when directed by the Engineer, in a manner meeting his approval. All equipment used for this work shall meet with the Engineer's approval and shall be equipped with adequate measuring devices for metering the exact amount of water discharged. All water used shall be properly documented by ticket or other approved means. This work will not be measured for payment but shall be considered as included in the various pay items of the contract.

8.2 Pavement Cleaning

The Contractor shall keep all public and private streets, driveways, and sidewalks free from mud or any soil accumulation due to hauling or any other construction activities. All public and private streets, driveways, and sidewalks shall be cleaned by mechanical (street sweeper) or by hand (brooms) methods. All pavement must be free from any mud or any soil accumulation at the end of every working day or as directed by the engineer. This work will not be measured for payment but shall be considered as included in the various pay items of the contract.

9. CLEANING AND RESTORATION OF ENTIRE CONTRACT WORK AREA

After the work for each individual project is completed, the Contractor shall legally dispose of all surplus material, dirt, and rubbish from the site. The restoration of all disturbed areas to their original condition or better shall be as stated in the Specifications or Special Conditions. Damages caused by negligence of the Contractor shall be corrected by the Contractor prior to payment being issued. All catch basins, manholes, inlets, and similar structures newly constructed, adjusted, or reconstructed under the contract shall be cleaned of any accumulation of silt, debris, or foreign matter of any kind, and shall be free from such accumulation at the time of final inspection. All streets, etc, shall be left in a completely clean condition. After all work is completed, the Contractor shall remove all tools and equipment, leaving the entire site free, clear, and in a condition as equal to the sites original condition or better.

10. APPLICABLE LAWS AND STATUTES OF LIMITATIONS

This Agreement shall be governed by the laws of the State of Illinois and any applicable provisions of grant funding imposed by the granting agency.

END OF GENERAL CONDITIONS OF THE CONTRACT

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SECTION 11900 – Clarifier Apparatus

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general requirements for the repair or replacement of components specified for the rehabilitation of four Knollwood final clarifiers.

1.3 COORDINATION

- A. Coordinate all work with DuPage County staff:
 1. Work to be coordinated such that only one of the four final clarifiers is out of service at a given time.
 2. All materials required for the rehabilitation of the clarifiers to be on site prior to the start of demolition work.
 3. DuPage County electricians will disconnect and pull out all wires to all devices and re-pull and re-connect when clarifier rehab work is completed. Contractor is responsible to remove and protective coat all existing raceway ferrous surfaces per specifications, store and re-install all devices and raceways required to complete the work.

PART 2 - PRODUCTS

2.1 Replacement of clarifier 1 through 4 drives:

- A. The existing Clarifier 1 through 4 drive units are to be removed by crane, drained from oil and legally disposed of. Drive mechanism consisting of primary helical gear reduction, intermediate worm gear reduction unit and enclosed final reduction unit consisting of internal spur gear and pinion in a turntable base is to be completely assembled and finish painted in the Manufacturer's shop to marine standards.
- B. New drives to have oil added per manufacturer's recommendations prior to energizing them. Oil to be flushed per manufacturer's recommendations.
- C. Contractor to submit a lift plan for the removal and replacement of the drives confirming the capability of the utilized apparatus to safely manage the work.

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- D. All four drives to be replaced with identical drives. Currently drives 1, 2 and 3 are Envirex (Siemens) and drive 4 is EIMCO (OVIVO). Contractor to supply new or modify existing drive mount components as required for a complete installation per manufacturers recommendations. All four new drives to be from same manufacturer.
- E. Submittals
 - 1. Factory technical product data for drives and all adapter, mounting and miscellaneous hardware.
 - 2. Operations and Maintenance Data
- F. Start Up Assistance
 - 1. Provide factory technician start-up assistance for one day for each clarifier.
- G. Ratings:
 - 1. Alarm Torque = 21,900 Ft-Lbs
 - 2. Shut-Off Torque = 26,280 Ft-Lbs
 - 3. Shear Pin Torque = 28,470 Ft-Lbs
 - 4. Speed = .04 RPM
 - 5. Drive Motor
 - a. ½ HP
 - b. 460 VAC
 - c. 60 Hz
 - d. 1800 RPM
 - e. TEFC
 - f. NEMA Design B
 - g. Class F insulation
 - h. Severe Duty
 - i. 1.15 Service factor
 - j. Ball Bearings
- H. Specifications
 - 1. Drive mechanism consisting of primary helical gear reduction, intermediate worm gear reduction unit and enclosed final reduction unit consisting of internal spur gear and pinion in a turntable base is to be completely assembled and finish painted in the Manufacturer's shop to marine standards.
 - 2. All gearing to be enclosed in gray cast iron ASTM A-48 Class 40B housings.
 - 3. The drive shall be designed to allow removal and replacement of internal gear, balls and strip liners without raising the walkway.
 - 4. All components of the drive mechanism to be designed in accordance with AGMA Standard 6034-B92 (February 1992) "Practice for Enclosed Cylindrical Worm Gear Speed Reducers and Gear motors", and Standard 2001-C95 (January, 1995) "Fundamental Rating Factors and Calculation Methods for Involute Spur and Helical Gear Teeth"; for 24-hour continuous, uniform load duty and 20-year design gear life at the specified output speed. The AGMA rated torque of the drive shall be the lowest value computed for worm gear set, spur gear and pinion for strength and durability.
 - 5. Select conservative values for bending strength and pitting resistance life factors K_I and C_I based on a minimum of 420,000 cycles of the main gear. The drive AGMA torque rating shall be as specified above with a minimum 1.25 service factor.
 - 6. All bearings to be designed for a minimum B-10 life of 200,000 hours.

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7. Motor along with primary reducer package to be provided with a marine environment protective coating system and a marine environment shaft seal arrangement.
8. Intermediate and final gear package to be supplied with marine environment protective coating system.
9. Primary Reduction Unit: Provide commercially available helical gear reducer or gear motor in a cast iron or aluminum housing.
 - a. All bearings to be anti-friction type running in oil.
 - b. Motor to be totally enclosed, ball bearing type, of ample power for starting and continuously operating the drive mechanism without overloading.
 - c. Motor to conform to NEMA standards and be suitable for operation on 230/460 volt, 3 phase, 60 Hertz current.
10. Primary reduction unit shall drive the intermediate reduction through a chain and sprocket arrangement with #80L self-lubricating chain and non-corrosive OSHA approved removable chain guard.
11. Provide proper chain tension by an adjustable steel base mounted on the intermediate reduction unit.
12. Intermediate Reduction Unit:
 - a. Provide worm gear speed reduction with grease and oil lubricated anti-friction type bearings in cast iron housing securely bolted on the machined top face of the final reduction unit. Worm and shaft to be a two-piece assembly for ease of maintenance.
 - b. Align and maintain accurate centers with the final reduction gearing.
 - c. Mount an electro-mechanical overload device on the thrust end of the worm shaft consisting of plate spring assembly, plunger, indicator dial two (2) micro switches (one N.O. and one N.C.) and a terminal block, all enclosed in a weather tight, gray cast iron housing.
 - d. Micro switches to be factory set to: (1) set visual clarifier strobe light alarm when the load on the mechanism reaches 100% of the AGMA torque; and (2) stop the motor when the load reaches 120% of the AGMA torque.
 - e. Provide a shear pin device, set for 130% of the AGMA torque mounted on the drive end of the worm shaft.
13. Final Reduction:
 - a. Provide internal, full depth involute tooth design, ductile iron spur gear driven by a heat treated steel pinion from the slow speed shaft of the intermediate reduction unit.
 - b. Provide bearings at top and bottom of pinion to ensure complete tooth contact between mating surfaces. Pinion and pinion shaft to be furnished as a two-piece assembly for ease of maintenance.
 - c. Provide cast iron turntable base with annular raceway to contain balls upon which the internal gear rotates. The ball race shall ensure low unit ball load, long life and stability without the use of submerged guide shoes, bumpers or steady bearings.
 - d. Provide four (4) 3/8" thick x 3/4" (9.5 mm x 19 mm) wide renewable special hardened (38-42 Rockwell C) steel liner strips force fitted (pins and cap screws not permitted) into the turntable base and internal gear for balls to bear on vertically and horizontally.
 - e. Provide an internal gear of split design with precision mating surfaces for ease of removal of gear, balls and liner strips without raising bridge.
 - f. Internal gear, pinion and balls to run in an oil bath and be protected by a felt seal and vertical steel dust shield.
 - g. Provide oil filling and level pipe along with a drain plug and sight gauge.

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14. Top of pier to have a drive mounting plate set plumb with the centerline. Revise existing plate or supply new plate to fit dimensional requirements.
15. Drive to be positioned, leveled and grouted in place on top of pier with a non-shrink grout.
16. Manufacturer shall provide a minimum eight (8) 1-inch diameter anchor bolts and steel template/grout shield to accurately locate anchors.

I. Approved Manufacturers

1. Siemens H40A-LT Series
2. Approved equal

2.2 Actuators

- A. Remove existing actuators described below, install new actuators and engage the services of a factory authorized technician to set limits and field verify all modes of operation for each new actuator.
- B. Actuators for Return Sludge 12" Butterfly Vales Actuators for Clarifiers 1, 2 & 4:
 1. Actuator for clarifier 3 return sludge valve is relatively new and does not require replacement.
 2. Provide all adapter mounting plates, shaft extensions and miscellaneous hardware as required to interface to the existing valve stems and valve stands.
 3. DuPage County electricians will disconnect and re-terminate all power and control wires.
 4. Actuators to be powered by 120 VAC single phase power.
 5. Actuators shall accept an isolated 4-20 ma position control signal from the plant control system and have all hardware required to modulate the valves to the set point position without the need for external components such as contactors, isolation boards, converters, etc.
 6. Actuators to be rated:
 - a. 90 degree
 - b. 1500 Ft-Lbs
 - c. 120 VAC single phase power
 - d. NEMA 4 enclosure
 - e. Minimum 1 million drive sleeve turn life
 7. Specifications:
 - a. Solid state control system
 - b. UL Listed
 - c. Absolute encoder for position feedback
 - 1) 18 bit
 - 2) Built in self-test feature
 - 3) Redundant sensing circuits
 - 4) Failure warning display
 - 5) Open/Closed positions stored in permanent non-volatile memory
 - d. Rated torque = 1500 Ft-Lbs.
 - e. Operating time from 60 to 120 seconds
 - f. Double sealed
 - g. Worm gear reducer
 - 1) All pinions bearing supported
 - 2) Hardened steel allow worm
 - 3) Bronze allow worm gear

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- 4) Synthetic oil bath lubrication
 - h. Handwheel and declutch lever
 - 1) Manual operation
 - 2) No rotation during motor operation
 - 3) Padlockable
 - i. Electronic torque sensor
 - 1) Adjustable between 40% to 100% of rated torque
 - 2) Automatic opening of motor circuit when torque limit is reached
 - j. Mechanically and electronically interlocked reversing motor contactor
 - k. Graphical display
 - l. Local operation controls
 - m. Ability to accept a 4-20 ma position control signal from the plant control systems for modulating the valve.
 - n. Phase rotation and loss of phase protection
 - o. Motor
 - 1) Fed from input power
 - 2) Thermal overload thermistors embedded in stator windings
 - 3) Class F insulation
 - p. Polymer powder coatings
 - 8. Tune new return sludge butterfly valve actuator controllers including open and close limits as well as control interface to plant control system. Adjust span for full 4-20ma range to match operating range of valve.
 - 9. Specifications:
 - a. Rated torque = 1500 Ft-Lbs.
 - b. Operating time from 60 to 120 seconds
 - c. Double sealed
 - d. Worm gear reducer
 - e. Electronic torque sensor
 - 1) Adjustable between 40% to 100% of rated torque
 - f. Mechanically and electronically interlocked reversing motor contactor
 - g. Graphical display
 - h. Local operation controls
 - i. Motor
 - 1) Brushless, controller fed from primary power source
 - 10. Acceptable Manufacturers:
 - a. Limitorque QX-5 Series
 - b. Approved equal
- C. Actuators 24" Influent Butterfly valves for Clarifiers 1, 2, 3 & 4:
- 1. Provide all adapter mounting plates, shaft extensions and miscellaneous hardware as required to interface to the existing valve stems and valve stands.
 - 2. DuPage County electricians will disconnect and re-terminate all power and control wires.
 - 3. Actuators to be powered by 120 VAC single phase power.
 - 4. Actuators shall accept an isolated 4-20 ma position control signal from the plant control system and have all hardware required to modulate the valves to the set point position without the need for external components such as contactors, isolation boards, converters, etc.
 - 5. Actuators to be rated:
 - a. 90 degree
 - b. 1500 Ft-Lbs

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- c. 120 VAC single phase power
- d. NEMA 4 enclosure
- e. Minimum 1 million drive sleeve turn life
- 6. Specifications:
 - a. Solid state control system
 - b. UL Listed
 - c. Absolute encoder for position feedback
 - 1) 18 bit
 - 2) Built in self-test feature
 - 3) Redundant sensing circuits
 - 4) Failure warning display
 - 5) Open/Closed positions stored in permanent non-volatile memory
 - d. Rated torque = 1500 Ft-Lbs.
 - e. Operating time from 60 to 120 seconds
 - f. Double sealed
 - g. Worm gear reducer
 - 1) All pinions bearing supported
 - 2) Hardened steel allow worm
 - 3) Bronze allow worm gear
 - 4) Synthetic oil bath lubrication
 - h. Handwheel and declutch lever
 - 1) Manual operation
 - 2) No rotation during motor operation
 - 3) Padlockable
 - i. Electronic torque sensor
 - 1) Adjustable between 40% to 100% of rated torque
 - 2) Automatic opening of motor circuit when torque limit is reached
 - j. Mechanically and electronically interlocked reversing motor contactor
 - k. Graphical display
 - l. Local operation controls
 - m. Ability to accept a 4-20 ma position control signal from the plant control systems for modulating the valve.
 - n. Phase rotation and loss of phase protection
 - o. Motor
 - 1) Fed from input power
 - 2) Thermal overload thermistors embedded in stator windings
 - 3) Class F insulation
 - p. Polymer powder coatings
- 7. Tune new influent butterfly valve actuator controllers including open and close limits as well as control interface to plant control system. Adjust span for full 4-20ma range to match operating range of valve.
- 8. Specifications:
 - a. Rated torque = 1500 Ft-Lbs.
 - b. Operating time from 60 to 120 seconds
 - c. Double sealed
 - d. Worm gear reducer
 - e. Electronic torque sensor
 - 1) Adjustable between 40% to 100% of rated torque
 - f. Mechanically and electronically interlocked reversing motor contactor
 - g. Graphical display
 - h. Local operation controls

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- i. Motor
 - 1) Brushless, controller fed from primary power source
 - 9. Acceptable Manufacturers:
 - a. Limatorque QX-5 Series
 - b. Approved equal
- D. Tipping Weir Actuators for Clarifiers 1, 2, 3 and 4:
- 1. Replace scum pipe tipping actuators for Clarifiers 1 through 4.
 - 2. DuPage County electricians will disconnect and re-terminate all power and control wires.
 - 3. Provide all thrust bases, adapter mounting plates and miscellaneous hardware as required to interface to the existing valve stems and valve stands.
 - 4. Actuators to be powered by 480 VAC three phase power.
 - 5. Actuators are local manual control only. Adjust tipping rotation open and close limits and torque switch after installation.
 - 6. Actuators to be rated:
 - a. Rising Stem type
 - b. 480 VAC three phase power
 - c. NEMA 4 enclosure
 - d. Torque Ratings
 - 1) Rated Torque = 440 Ft-Lbs
 - 2) Start = 440 Ft-Lbs
 - 3) Stall = 660 Ft-Lbs
 - e. Operating speed = 52 RPM
 - f. Ratio = 33:1
 - 7. Specifications:
 - a. Solid state control system
 - b. UL Listed
 - c. Absolute encoder for position feedback
 - 1) 18 bit
 - 2) Built in self-test feature
 - 3) Redundant sensing circuits
 - 4) Failure warning display
 - 5) Open/Closed positions stored in permanent non-volatile memory
 - d. Double sealed
 - e. Worm gear reducer
 - 1) All pinions bearing supported
 - 2) Hardened steel allow worm
 - 3) Bronze allow worm gear
 - 4) Synthetic oil bath lubrication
 - f. Handwheel and declutch lever
 - 1) Manual operation
 - 2) No rotation during motor operation
 - 3) Padlockable
 - g. Thrust Base : Fitted to existing mounting surface
 - h. Electronic torque sensor
 - 1) Adjustable between 40% to 100% of rated torque
 - 2) Automatic opening of motor circuit when torque limit is reached
 - i. Mechanically and electronically interlocked reversing motor contactor
 - j. Graphical display
 - k. Local operation controls
 - l. Phase rotation and loss of phase protection

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- m. Motor
 - 1) Fed from input power
 - 2) Thermal overload thermistors embedded in stator windings
 - 3) Class F insulation
 - 4) Three phase 480Volt induction type
- n. Polymer powder coatings
- 8. Acceptable Manufacturers:
 - a. Limitorque MX-40 Series actuator
 - b. Limitorque Type AI Thrust Base
 - c. Approved equal

2.3 Clarifier Squeegee Components

- 1. Scope of Work: Replace clarifier squeegees in tanks 1, 2 and 3 and 4 with factory OEM replacement parts or approved equal.
- 2. Material: 0.125 thick 316 stainless steel or approved qual.
- 3. Installation: Remove and legally dispose of the existing clarifier floor squeegees. Replace mounting bolt, nuts and washers with 316 stainless steel hardware. Adjust as required per original manufacturer recommendations.

2.4 Fiberglass Walking Surfaces:

- 1. Replace Clarifier 1,2 3 and 4 fiberglass grating walking surfaces (Approximately 300 Square feet for clarifiers 1,2 and 3 and 220 square feet for clarifier 4)
 - a. Protruded I bar style with perpendicular cross bars spaced every 6"
 - b. Grit surface
 - c. Yellow color
 - d. Top Flange spacing = 0.4"
 - e. Height = 1"
 - f. Loading = P.27
 - g. Polyester vinyl ester or phenolic resin matrix
- 2. Install with cross bars parallel to length of walking surface. This requires standard length to be cut to match width of walkway.
- 3. Replace all mounting clamps and mounting hardware:
 - a. 316 Stainless Steel
- 4. Manufacturers
 - a. McNichols
 - b. RGP
 - c. Fibergate
 - d. Approved equal

2.5 Turnbuckles

- A. Replace clarifier 1,2 ,3 and 4 turnbuckles
 - 1. 12 turnbuckles per clarifier.
 - 2. 1" x 12" (Field verification required)
 - 3. 316 Stainless Steel.
 - 4. Remove and replace one at a time and adjust to maintain existing alignment.

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- 2.6 Groundwater Relief Valves
 - 1. Rehabilitate 8 groundwater relief valves each in clarifiers 1, 2 3 and 4.
 - 2. Sandblast and clean hinges as required to allow valves to close under their own weight when manually opened.
 - 3. Finish per protective coatings System 2 specifications.
 - 4. Lubricate with Grainger 6NGX0 (or approved equal) Marine Grease.

- 2.7 Tipping Scum Pipe Repair
 - 1. Scum tipping pipe to be removed, placed on clarifier floor, repaired, protective coated and re-installed.
 - 2. Replace scum tipping pipe bushings located under scum pipe clamps in kind (any mfg.)
 - 3. Weld 180 degree half-sole segment pipe repair sleeve over damaged area for Clarifiers 1, 2, 3 and 4.
 - a. 3/8" Inch thick A537 – Class 1 Material
 - b. 12" long repair typical
 - c. Beveled edges
 - d. Four locations per clarifier scum pipe
 - e. Full perimeter welds
 - f. Approved suppliers:
 - 1) TD Williamson of Tulsa Oklahoma
 - 2) Approved equal
 - 4. Replace 12" each end of each end of tipping pipe as optional work.

- 2.8 Scum Baffle Repairs
 - A. Remove aluminum scum skimmer baffles on all four clarifiers, straighten and re-install after protective coatings work is completed.

- 2.9 Unit Cost Repairs
 - A. Replace structural steel components of clarifier on unit cost basis including:
 - 1. 1/2" x 1/2" to 2" x 2" (1/8" thick) angle iron per foot
 - 2. 2 1/2" x 2 1/2" to 3" x 3" (3/16 Thick) angle iron per foot
 - 3. 4" x 4" x 1/4" angle iron per foot
 - 4. 1/4" cold rolled steel plate per square foot
 - 5. 4" x 4" x 13 pounds per foot I beam
 - 6. 5" x 5" x 19 pounds per foot I beam
 - 7. 6" x 6" x 20 pounds per foot I beam
 - 8. Last 12" of scum 12" schedule 40 pipe (per side)

END OF SECTION 11005

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SECTION 09100 – Protective Coatings

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Follow latest requirements of Steel Structures Painting Council for procedures, preparation, and application of protective coatings.
1. Volume One "Good Painting Practices"
 2. Volume Two: "Systems and Specifications"

1.2 SAFETY

- A. Protective coatings may involve the use of strong flammable materials, which under prolonged use and adverse conditions may have toxic effects. Safety precautions as required by regulatory agencies and product manufacturers shall be strictly adhered to at all times.

1.3 SUMMARY

- A. Section includes surface preparation and application of high-performance coating systems on;
1. Exterior Substrates:
 - a. All clarifier ferrous surfaces within the perimeter of the clarifier walls above and below the water line.
- B. The protective coatings rehabilitation work will require a significant amount of disassembly and reassembly of clarifier components. Contractor to provide a lift plan stamped signed by a licensed structural engineer.
- C. Contractor is responsible for the cleaning of all overspray and aerosols which may leave the area and coat items not intended to be coated under this contract including DuPage apparatus and facilities and well as private and DuPage County vehicles.
- D. Scope of Work for all four clarifiers (All work to be performed by contractor unless otherwise noted):
1. Bridge walkway and center platform structural support system and all attached components: Top of bridge walkway and bridge platform steel components as well as safety railings and all other attached components to be treated with System 1. Bottom of bridge walkway and platform to be coted utilizing System 2. Locate the bridge walkway and bridge platform raised on the floor of the clarifier to facilitate coating all sides of all components and reduce the amount of aerosols leaving the clarifier area.
 2. Scum collector pipe after it is repaired. Pipe must be removed, sandblasted, coated and then re-installed. Blast and coat exterior of pipe and interior within one foot of openings.

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3. All metal components attached to fiberglass weirs including interior and exterior of scum trough, steel baffle sections and metal support brackets. Remove adjacent weir sections as required to allow for complete sandblasting and coating of the metal pieces.
4. Center influent riser pipe to be drained a minimum of two feet below the water line, sandblasted and coated with System 2.
5. Center large diameter influent baffle to be coated after center platform is removed.
6. Plow arms to be raised as required to allow for complete sandblasting and protective coating of the bottom surfaces.
7. Interior of Unitube to be factory sandblasted and re-coated. Disassemble as required to ensure complete sandblasting and coating. Notify DuPage County resident engineer when sandblasting is completed to allow for inspection as well as when protective coatings are completed to allow for coating thickness inspections prior to shipment back to the Knollwood plant.
8. Pressure relief valves to be disassembled, sandblasted and coated prior to applying marine grease.
9. All other ferrous metal clarifier elements above and below the water line as well and the bottom of the walkway and platform structural steel to be treated with System 2.
10. Center pier inlet pipe to be pumped dry and have interior treated with system 2 from 2 feet below water line to top of unit.
11. All new components added to the clarifiers to be treated with System 2. Factory finish is acceptable for actuators and clarifier plow drive.
12. Contractor to follow quality work practices including but not limited to:
 - a. Contractor to cover effluent sump to prevent the contamination of blast materials into the effluent sump.
 - b. Contractor to clean all clarifier elements of blasting materials prior to applying protective coatings, re-assembly the clarifiers and legally dispose of all blast materials.

1.4 DEFINITIONS

- A. SSPC: Steel Structures Painting Council
- B. SP6: Abrasive Commercial Blast Cleaning per SSPC requirements.
- C. SP10: Abrasive blast clean to near-white metal per SSPC requirements.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product indicated.
- C. Samples for Verification: For each type of coating system and in each color of topcoat indicated:
 1. Submit Samples on rigid backing, 8 inches square.
 2. Step coats on Samples to show each coat required for system.

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3. Label each coat of each sample.
4. Label each Sample for location and application area.

D. Product List: For each product indicated, include the following:

1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
2. Data sheet for each coating material.
3. VOC content.
4. MSDS sheets for each material. Keep a copy on job site while work is ongoing.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Coatings: 5 percent, but not less than 1 gallon of each material and color applied.

B. MANUFACTURER REQUIREMENTS

1. Follow manufacturers requirements for the below as a minimum:
 - a. Delivery
 - b. Storage
 - c. Handling
 - d. Surface preparation
 - e. Application
 - f. Safety
 - g. Ventilation
 - h. Containment
 - i. Mixing and thinning
 - j. Climate ambient conditions
 - k. Coverage
 - l. Multiple coats
 - m. Repairs

C. QUALITY ASSURANCE

1. No blasting or coating work is allowed when weather forecast calls for rain with 24 hours prior to or after the planned work.
2. Protective coatings must be applied the same day the coated area was blasted.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 degrees F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

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1.8 FIELD CONDITIONS

- A. Apply coatings only when temperature of surfaces to be coated and surrounding air temperatures are between 50 and 95 deg F and as required by the product manufacturer.
- B. Do not apply coatings when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces and as required by the product manufacturer.
- C. Do not apply exterior coatings in snow, rain, fog, or mist or when precipitation is forecast within the next 24 hours.
- D. Contractor to schedule work such that metal blasting takes place in the mornings blasted components are coated that afternoon. No blasting may be scheduled when rain is forecasted the day before or after the scheduled blasting date. Contractor must have full time supervision on site while blasting and protective coatings work is ongoing.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. TNEMEC Co. Inc
 - 2. Diamond Vogel Company
 - 3. Pioneer Paint Products
 - 4. Welborn Paint
 - 5. Stabler Company
 - 6. Anchor Paint Company
 - 7. Approved equal

2.2 HIGH-PERFORMANCE COATINGS, GENERAL

- A. Standards: Provide products that comply with contract standards indicated and are listed in "Approved Products List."
- B. Material Compatibility:
 - 1. Provide materials for use within each coating system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.

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- 2. For each coat in a coating system, provide products recommended in writing by manufacturers of topcoat for use in coating system and on substrate indicated.
 - 3. Provide products of same manufacturer for each coat in a coating system.
- C. Colors: Provide color charts for System 1 top coat for DuPage County representative approval.
- 2.3 Coating Materials: Materials listed below are for reference only. Equivalent products from any of the specified manufacturers or manufactures' which are not listed but submitted for approval and approved are acceptable.
- A. Non Submerged Steel Primer: Polyamidoamine Epoxy (TNEMEC Series N69/High Build Epoxoline II) (Top of walkway and center platform steel and all attached components)
 - 1. Description: An advanced generation of epoxy with excellent resistance to abrasion, moisture and chemicals.
 - B. Non Submerged Steel Top Coat: Aliphatic Acrylic Polyurethane (TNEMEC Series 73) (Top of walkway and center steel platform and all attached components)
 - 1. Description: A coating highly resistant to abrasion, wet conditions, corrosive fumes, chemical contact and exterior weathering.
 - C. Submerged Steel Primer and Topcoat: (TNEMEC Series 446 / Perma-Shield MCU (All steel and cast iron components not covered by A & B above, submerged and non submerged)
 - 1. Description: An advanced technology moisture cured, hydrocarbon-modified coating providing excellent protection to steel in submerged wastewater environments.
- 2.4 SOURCE QUALITY CONTROL
- A. Testing of Coating Materials: DuPage County staff reserves the right to invoke the following procedure:
 - 1. Owner may engage the services of a qualified testing agency to sample coating materials. Contractor will be notified in advance and may be present when samples are taken. If coating materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
 - 2. Testing agency will perform tests for compliance with product requirements.
 - 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying coating materials from Project site, pay for testing, and recoat surfaces coated with rejected materials. Contractor shall remove rejected materials from previously coated surfaces if, on recoating with complying materials, the two coatings are incompatible.

HIGH-PERFORMANCE COATINGS

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DuPage Knollwood WWTP
Final Clarifier Rehabilitation

Protective Coatings

December 2014

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations of the Steel Structures Painting Council.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- C. Clean substrates of substances that could impair bond of coatings, including dust, dirt, oil, grease, and incompatible paints and encapsulants. Coordination of shop-applied prime coats with high-performance coatings is critical. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce coating systems indicated.
- D. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer but not less than that required by the Steel Structures Painting Council.

3.3 APPLICATION

- A. Apply high-performance coatings by spraying and according to manufacturer's written instructions and recommendations of the Steel Structures Painting Council.
 - 1. Use applicators and techniques suited for coating and substrate indicated.
 - 2. Do not apply coatings over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- B. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.

HIGH-PERFORMANCE COATINGS

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DuPage Knollwood WWTP
Final Clarifier Rehabilitation

Protective Coatings

December 2014

- C. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Contractor to demonstrate compliance with coating thickness specifications after the application of each coating.
 - 1. Contractor shall touch up and restore coated surfaces damaged by testing.
 - 2. If test results show that dry film thickness of applied coating does not comply with coating manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with coating manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from coating operation. Correct damage by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

3.6 EXTERIOR HIGH-PERFORMANCE COATING SCHEDULE

- A. Steel Substrates (Refer to plans for application locations):
 - 1. System 1 (Or Approved Equal):
 - a. Surface prep in accordance with SP6.
 - b. Prime: TNEMEC N69 1 coat, 5 Mils Thickness
 - c. Topcoat: TNEMEC Series 73, 1 coat, 4 Mils Thickness
 - 2. System 2 (Or Approved Equal):
 - a. Surface prep in accordance with SP10.
 - b. Prime/Top Coat; TNEMEC Series 446 two coats, .7 Mills each coat for a total thickness of 14 Mils.

END OF SECTION 09100

HIGH-PERFORMANCE COATINGS

09100 - 7

SECTION 01100 – Clarifier Rehabilitation - SUMMARY

Final clarifiers 1, 2, 3 AND 4 at the DuPage County Knollwood Wastewater Treatment plant have undergone various improvements over the past twenty years and now require major rehabilitation. Only one clarifier will be allowed to be out of service at any given time. All components of mounting hardware including bolts, nuts, washers and anchors to be 316 stainless steel.

The work on this project will require a significant amount of disassembly and reassembly of the clarifiers requiring the use of a crane. Contractor to provide a lift plan stamped and signed by an Illinois licensed structural engineer for the clarifier drive, bridge walkway, center platform and tipping scum collection pipe removal and re-installation. Coordinate locations of crane with DuPage County personnel.

The contract consists of base and optional work for bid purposes:

Main Base Work Elements of the work are: Refer to detailed specification for additional details on requirements.

- Disassemble clarifier bridge walkway, center platform, scum collector pipe, sections of fiberglass weirs and all other clarifier components as required to sandblast and apply new protective coatings to all ferrous clarifier metal components above and below the water line within the outside diameter of the clarifier concrete.
- Raise plow arms as required to allow for the sandblasting and application of protective coatings on the bottom of the plows.
- Replace brass sludge plow squeegees.
- Remove clarifier drives and replace with new.
- Remove existing fiberglass walking area grating, legally dispose of and replace with new grating to match existing. Stainless steel mounting brackets may be re-used. Add brackets as required so that each individual piece has a minimum of 4 mounting brackets.
- Remove and legally dispose of Final Clarifier collector drive squeegees and replace with new squeegees. Adjust squeegee clearance to clarifier floor per original clarifier apparatus manufacturer recommendations
- Clean, re-coat and lubricate wall mounted pressure relief valves to minimize force required to operate.
- Replace influent electric butterfly valve operators on all four clarifiers (1 per clarifier)
- Replace return sludge electric valve actuators on clarifiers 1, 2 and 4 butterfly valves.
- Replace scum pipe linear actuators on all four clarifiers (1 per clarifier)
- Repair scum collector pipe in 4 worn areas in each clarifier by welding pre-fabricated repair sleeve segment to scum pipe
- Replace clarifier turnbuckles (12 per clarifier) with 316 stainless steel turnbuckles.

DuPage Knollwood WWTP
Clarifier Rehabilitation

Summary

December 2014

- Rehabilitate clarifier protective coating systems as per plans and specifications
- Remove, straighten and re-install scum baffles
- Re-assemble clarifier components, test and place into service
- Provide Maintenance manuals including shop drawings and manufactures specifications for all new components installed on the project

Optional Work Includes:

- Replace structural steel components of clarifier on unit cost basis including:
 - ½" x ½" to 2" x 2" (1/8" Thick) angle iron per foot
 - 2 ½" x 2 ½" to 3" x 3" (3/16 Thick) angle iron per foot
 - 4" x 4" x ¼" angle iron per foot.
 - ¼" cold rolled steel plate per square foot
 - 4" x 4" x 13 pounds per foot I beam per foot
 - 5" x 5" x 19 pounds per foot I beam per foot
 - 6" x 6" x 20 pounds per foot I beam per foot
- Remove and replace last foot of scum collector piping, both ends, per clarifier.
- Replace entire rake arm assembly as shown on reference drawing 2428503 with Eimco, Walker Process or approved equal assembly.

PART 1 - GENERAL

1.1 SUBMITTALS

- A. Product Data: For each type of product indicated.
1. Lift plan for all crane lifts including data demonstrating the capacity of all lifting elements
 2. Linear tipping actuators
 3. Valve operators
 4. Protective coatings.
 5. Tank drives
 6. Fiberglass grating
 7. Clarifier squeegees.
 8. Scum tipping pipe repair materials

DUPAGE KNOLLWOOD WWTP CLARIFIER REHAB - SUMMARY

01100 -2

- B. Schedule narrative. GC proposed Work execution plan and schedule. Schedule may be bar chart format.

1.2 QUALITY ASSURANCE

- A. Installer Qualifications: Employer and workers who are trained and experienced in the installation of clarifier apparatus.
- B. Pre-installation Conference: Conduct conference at the site prior to the start of work.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Material may be stored on site as directed by Knollwood personnel.

1.4 PROJECT CONDITIONS

- A. Work must be conducted in a manner which minimizes impact on the day to day operations of the Knollwood WWTP. . Work area must be restricted to personnel directly involved in the Work and be left in a safe condition at all times.

1.5 SITE RESTORATION

- A. Contractor to conduct a pre-construction site survey to document photographically the existing conditions prior to the start of construction. All existing conditions of damage to plant facilities, grounds and apparatus shall be documented prior to the start of construction and submitted to DuPage County prior to the start of construction.
- B. All damage to plant facilities, grounds or apparatus damaged by the contractor shall be repaired to the condition prior to the damage.
- C. All damaged grassy areas shall be repaired with pulverized black soil as needed, seed with Scotts Sun and Shade Bluegrass mixture applied per manufacturer's recommendations, spread starter fertilizer (any manufacturer) cover with turf starter grass seed germination blanket (any manufacturer) and water per manufacturer's recommendations until final acceptance of the project.

1.6 COORDINATION

- A. Contractor will coordinate all outages with Knollwood WWTP staff and will not operate any equipment without prior authorization.
- B. Only one clarifier will be allowed to be out of service at any given time.

1.7 WARRANTY

DuPage Knollwood WWTP
Clarifier Rehabilitation

Summary

December 2014

- A. Materials Warranties: Standard manufacturer warranties apply from date of substantial completion.
- B. Installation: One year form substantial completion.

1.8 FIELD QUALITY CONTROL

- A. Quality Inspections: The DuPage County resident engineer will conduct routine inspections of the Work for compliance with the contract documents as well as generally accepted construction practices. The Contractor will immediately replace all defective work.
- B. Tests and Inspections:
 - 1. Contractor to adjust and field verify operation of all limit switches, overload torque alarm and shutdown settings per manufacturer's recommendations for all valve actuators and clarifier drives.

END OF SECTION 01100

DUPAGE KNOLLWOOD WWTP CLARIFIER REHAB - SUMMARY

01100-4

COUNTY OF DUPAGE, ILLINOIS
BID # 15-006-MC
CLARIFIER REHABILITATION
BID FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Table with 4 rows and 2-3 columns: Full Name of Bidder, Main Business Address, City, State, Zip Code, Telephone Number, Email Address, Bid Contact Person.

TO: The DuPage County Purchasing Division
The undersigned, being duly sworn, certifies that he is:

- Owner/Sole Proprietor, Member of the Partnership, Officer of the Corporation, Member of the Joint Venture

herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Signature lines for (President or Partner), (Vice-President or Partner), (Secretary or Partner), (Treasurer or Partner)

Further, as Contractor, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Purchasing Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, _____, and _____ issued thereto;

Further, the Contractor proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate. Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating.

The affiant deposes and says that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the bidder certifies that he has provided equipment, supplies or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option. Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule.

Signature of Bidder authorizes the County of DuPage to verify business references.

**COUNTY OF DUPAGE, ILLINOIS
 BID # 15-005-MC
 CLARIFIER REHABILITATION
 BID FORM**

Item #	Description	Value
1	Main Base Work Elements (all work excluding 2 – 4)	\$

Optional Work Elements - Replace Structural Steel Components of Clarifier:

Item #	Description	Value
2	Replace Structural Steel Components of Clarifier	
2A	½" x ½" to 2" x 2" (1/8" thick) angle iron per foot	\$
2B	2 ½" x 2 ½" to 3" x 3" (3/16 thick) angle iron per foot	\$
2C	4" x 4" x ¼" angle iron per foot	\$
2D	¼" cold rolled steel plate per square foot	\$
2E	4" x 4" x 13 pounds per foot I beam per foot	\$
2F	5" x 5" x 19 pounds per foot I beam per foot	\$
2G	6" x 6" x 20 pounds per foot I beam per foot	\$
3	Remove & Replace Last Foot of Scum Collector Piping, Both Ends, Per Clarifier	\$
4	Replace Entire Rake Arm Assembly as Shown on Reference Drawing 2428503 with Eimco, Walker Process or Approved Equal Assembly	\$
Subtotal Items 1 – 4		\$
*Contingency 10% of subtotal		\$
TOTAL BID PRICE (ITEMS 1 through 4 plus 10% *contingency)		\$

_____ Dollars and _____ Cents.

(Print or Type)

*The County has established a Project Contingency Allowance in the amount stipulated to be used solely at the County's discretion to cover construction costs associated with unforeseen project conditions. Such Project Contingency Allowance may not be utilized without the expressed written permission of the County.

STARTING AND COMPLETION:

If awarded a contract under this bid, the above proposes to start work at the site within ten (10) calendar days after receipt of the County of a formal Notice to Proceed.

The undersigned is aware that Federal Labor Standards and Prevailing Wage Rates apply to all work performed on this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and/or lower tier subcontracts required by this contract.

X _____
 (Signature and Title)

CORPORATE SEAL
 (If available)

THIS BID FORM MUST BE FILLED OUT, SIGNED BY THE BIDDER AND NOTARIZED.

Subscribed and Sworn to before me this _____ day of _____ AD,

20_____ My Commission Expires: _____
 (Notary Public)

The Ethics Disclosure Statement on the following page must be filled out and signed by the bidder.
 Signature of Bidder authorizes the County of DuPage to verify business references.

VENDOR ETHICS DISCLOSURE

On January 12, 2010, the DuPage County Board adopted amendments to Ordinance OFI-003B-04, the DuPage County Ethics Ordinance.

Section 2-417 "Contractor Disclosure", requires that certain information be provided by vendors who contract with or are seeking to contract with the County to provide goods or services.

All requisitions and change orders require that the vendor provide the most current information as detailed on the "Vendor Ethics Disclosure Statement" form.

The Vendor Ethics Disclosure Statement and instructions can be found on the next page and on the County's Internet site under Contractor Forms in the Procurement section. The most current version of the form should always be utilized. There is also another form for additional pages; all pages are Adobe fillable forms.

Continuing Disclosure: It is the contractor/vendor's responsibility to update contribution information on an ongoing basis during the life of the contract. The vendor is required to submit an updated Ethics Disclosure Statement to the user department, any time contributions are made to the Chairman or County Board Members subsequent to the most recent authorized contract action.

Failure to Comply: Failure to provide the requested information will at minimum delay awarding of the contract and could result in the selected vendor being disqualified as non-responsive and non-responsible.

Providing fraudulent information on the Vendor Ethics Disclosure Statement may result in a Class 3 Felony.

Contribution: A gift, subscription, dues, loan, advance or deposit of money or anything of value, including services, knowingly received in connection with the nomination for election or election of any person to County office.

Gift: Any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having a fair cash market value including but not limited to cash, food, drink.

Multi-year contracts: Those contracts with a duration greater than 12 months require annual updates, to be filed by the vendor with the user department, and forwarded to Procurement. The reporting period should be through December 31st of the current year, and received by the user department with 10 business days of that date

Prohibited Source: Any person or entity who (i) is seeking official action by the Chairman, County Board member or in the case of an employee, by the employee or by the Chairman or County Board member, or another employee directing that employee; (ii) does business or seeks to do business with the Chairman, County Board member or employee (iii) conducts activities regulated by the Chairman, County Board member or employee (iv) has interests that may be substantially affected by the performance or non-performance of the official duties of the Chairman, County Board member or employee (v) is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act or the DuPage County Lobbyist Registration Act, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its member or serves on its board of directors (vi) is a Political Action Committee to which a prohibited source has contributed.



Required Vendor Ethics Disclosure Statement

Company Name:			
Company Contact:		Contact Phone:	
Bid/Contract/ PO:			

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess **\$25,000**, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

I have made the following campaign contributions within the current and previous calendar year:

If no contributions have been made enter "NONE" below:

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made

Attach additional sheets if necessary. Sign each added sheet and number each page __ (#) of __ (total pages).

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid and shall update such disclosure with any changes that may occur.

Lobbyists, Agents And Representatives And All Individuals Who Are Or Will Be Having Contact With County Officers Or Employees In Relation To The Contract Or Bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments.

The full text of the county's ethics and procurement policies and ordinances are available at <http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature _____

Printed Name _____

Title _____

Date _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

REFERENCES

The bidder must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months. Additional references may be required. If bidder is a new business, provide references that will enable the County to determine if bidder is responsible.

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

STATE THE NUMBER OF YEARS IN BUSINESS:	
STATE THE CURRENT NUMBER OF PERSONNEL ON STAFF:	

BIDDER'S SUBCONTRACTORS

FULL NAME OF BIDDER:	
CONTACT PERSON:	

SUBCONTRACTORS:

A. Will you employ subcontractors? _____
(YES) (NO)

B. If "YES", identify with each firm's name, address, telephone number and work to be subcontracted:

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

The Contractor will not change or use subcontractors not identified in this bid without prior written approval from the County of DuPage.

A request for a change in subcontractors shall be made in writing and will include a description of any savings that may be realized in the execution of this contract, and must be passed on to the County of DuPage.

SAMPLE
DuPAGE COUNTY, ILLINOIS
AGREEMENT

PROJECT NAME: _____

THIS AGREEMENT, made this ____ day of _____, 20__, by and between DuPage County, Illinois, hereinafter called "County" or "Owner" and _____ hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the County has heretofore solicited bids for all work and improvements and for the doing of all things included within the specified project; and

WHEREAS, the County did on the ____ day of _____, 20__, find that the Contractor was the lowest responsive, responsible bidder for hereinafter specified work and did award the Contractor a contract for said work.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertaking and agreements, the parties hereto do hereby agree as follows:

ARTICLE I- Work To Be Done By Contractor

For and in consideration of the payments indicated in the Bid hereto attached, the Contractor shall at its own cost and expense perform all the work and furnish all the labor, material, equipment and other property necessary to do, construct, install, and complete all the work and improvements required, all in full accordance with and in compliance with and as required by the hereinafter specified contract Documents, including any and all Addenda for said work, and to do all other things required of the contractor by said contract Documents for said work.

ARTICLE II- Contract Documents

The contract Documents here named include all of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

- 1. Invitation for Bids
2. Instructions to Bidders
3. General Conditions
4. Bid Form/Signature
5. Special Conditions of Contract
6. Agreement (This Instrument)
7. Contract Drawings
8. Contract Specifications
9. Additional General Conditions of the Contract
10. All Bonds mentioned or referred to in the foregoing Documents
11. Any and all other Documents or Papers included or referred to in the foregoing Documents
12. Any and all Addenda to the foregoing: Nos. __, __, __, and _____

all of which documents are on file in the Office of the Procurement Manager, DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187.

ARTICLE III-Contract Prices, Contract Sum and Payment

County shall pay to Contractor in current funds for the performance of the Work, subject to additions and deductions effected by Change Orders, the separate Contract Prices as stated in the bid proposal, not to exceed the total base bid contract sum, namely: _____

Dollars and _____ Cents \$ _____

In addition, the County shall pay to Contractor in current funds for providing Additional Items, over and above the base bid, as Ordered by the Engineer/Facilities Manager (County) in accordance with the prices stated in the bid proposal, not to exceed the total Items as Ordered by the County namely: _____

Dollars and _____ Cents \$ _____

The Contract Price aforesaid constitutes the Contract Sum.

ARTICLE IV-Payment

The contractor shall receive and accept payments indicated in its Bid as full compensation or furnishing all materials and equipment and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County, and for all risks of every description connected with the work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Engineer under them; also for any and all other things required by the Contract Documents. The Contractor is required to adhere to the prevailing wage provisions of the State of Illinois for wage rates and conditions prevalent in DuPage County, Illinois.

Quantities and totals of unit price items in the contractor's Bid and the resulting total price are approximate only, and are for the purpose of establishing the face amount of bonds to be provided by the Contractor. Payment of work covered by unit price items will be made on the basis of actual quantities of work complete in place as authorized and as measured as provided in the Contract Documents. Where applicable, any or all items listed under ITEMS AS ORDERED BY ENGINEER/FACILITIES MANAGER will be directly requested by the Engineer/ Facilities Manager, in writing, prior to any items used. The County may choose not to use any or all of the items listed under ITEMS AS ORDERED BY ENGINEER/FACILITIES MANAGER.

ARTICLE V- Contract Enforcement - Attorney's Fees

If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

ARTICLE VI - Severability Clause

If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

ARTICLE VII - Governing Law

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement.

ARTICLE VIII-Conflict Between Component Parts of Contract

In the event that any provision in any of the following component parts of this contract conflicts with any provision in any other of the following component parts, the provision in the component part first enumerated below shall govern over any other component part which follows it numerically except as may be otherwise specifically stated. Said component parts are the following:

1. Addendum Nos. __, __, __, and __
2. General Conditions of the Contract
3. Special Conditions of the Contract
4. Contract Specifications
5. Contract Drawings
6. Instructions to Bidders
7. Invitation for Bids
8. Bid Form
9. Agreement (This Instrument)
10. Additional General Conditions of the Contract
11. Any and all other Document or Papers included or referred to the foregoing documents.

This Contract is intended to conform in all respects to applicable regulation, laws, ordinances, and statutes of the State of Illinois and governmental unit in which the work is to be constructed, and if any part or provision of this Contract conflicts therewith the said statute shall govern.

ARTICLE IX-Starting and Completion

The contractor shall substantially complete (as defined in the General conditions) **all of the work on the above cited project in accordance with the agreed upon completion date.** The contractor shall furnish and deliver to the county all things which are required of it by the Bidding Documents prior to the County's issuing a Notice to Proceed.

All work covered under this agreement shall be substantially completed by the agreed upon completion date of _____.

ARTICLE X-Commitment

The County does hereby employ the said contractor to provide the materials and do all the work and do all other things hereinbefore mentioned according to the terms and conditions hereinabove contained or referred to for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth or referred to in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

ARTICLE XI-Grant Funding

A portion or all of the above work may be subject to Illinois First Grant Funding. Section 5.4A of the Grant Agreement between the Illinois Department of Commerce and Community Affairs and DuPage County states:

“If any of the services to be performed under this Agreement are subcontracted, the Grantee shall include in all subcontracts covering such services, a provision that the Department and the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such subcontractor involving transactions related to this Agreement for a period of five (5) years from the later of the expiration or termination of this Agreement.”

ARTICLE XII-Liquidated Damages

The Contractor recognizes that if the Work is not completed on time, the County will suffer a financial loss. Therefore, Contractor further recognizes that payment of damages as specified in the General or Special Conditions herein are fair and reasonable, does not and will not constitute a penalty and may be assessed and recovered by the County for financial loss caused by delayed completion.

The County shall apply liquidated damages as stipulated in the Bid Documents for failure to complete the services within the specified, agreed upon completion date.

In effect, the State requires that your firm and any sub-contractors agree to make available for examination, your financial records covering services in conjunction with the construction of the above project for a five-year period.

END OF AGREEMENT ARTICLES

IN WITNESS WHEREOF, the parties of these presents have hereunto set their hands and affixed their seals, the day and year first above written.

Contractor Name _____

By _____ **(SEAL)**
(Signature of Officer)

Title _____

Date _____

Subscribed and Sworn to before me this _____ **day of** _____ **AD, 20** _____

_____ **My Commission Expires:** _____
(Notary Public)

County of DuPage, Illinois

By: _____ **Date:** _____
Procurement Officer

By this signature, the Procurement Services Supervisor affirms that all submittals required have been provided by the Contractor in accordance with the conditions of the bid document.

IMPORTANT

Note: If the contractor is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if contractor is a CO-partnership the true name of the firm shall be set forth above, together with the signatures of all partners; and if the contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto.

Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

NO-BID RESPONSE

15-005-MC

Clarifier Rehabilitation

In the event that your organization chooses not to submit a proposal for this solicitation the DuPage County Procurement Services Division is interested in the reasons why offerors have chosen not to submit proposals in order to better serve the taxpayers of DuPage County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- Could not meet specifications.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements too restricting.
- Bond requirements too restricting.
- Scope of services not clearly understood or applicable (too vague, too rigid, etc.).
- Project not suited to our organization.
- Quantities too small.
- Insufficient time allowed for preparation of proposal.
- Other (please specify):

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your responses to:

DuPage County Procurement Services
421 N. County Farm Road
Room 3-400
Wheaton, IL 60187
Email: BidInformation@DuPageCo.Org

LATE BIDS CANNOT BE ACCEPTED!

SEALED BID PROPOSAL

INVITATION #: 15-005-MC
OPENING DATE: 01/29/15
OPENING TIME: 1:30 P.M.
DESCRIPTION: CLARIFIER REHABILITATION
DATED MATERIAL-DELIVER IMMEDIATELY

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

LATE BIDS CANNOT BE ACCEPTED!