

**BID PACKAGE FOR
A NEW RETAINING WALL FOR:**

**205 Dean St.
Woodstock, IL 60098**

**OWNER
CAHMCO**

1316 N. Madison Street
Woodstock, IL, 60098
Phone: (815)206-5805
Fax: (815)206-5820
Email: mseidel@cahmco.org

**INVITATION FOR BIDS
BIDS ARE DUE: DATE AND TIME:
September 7, 2010 AT 4:00 PM**

**NOTICE FOR BIDS
August 30, 2010**

Sealed bids will be received by CAHMCO, 1316 N. Madison Street, Woodstock, IL, 60098 until 4:00 p.m., local time on September 7, 2010, and will be publicly opened and read aloud September 8, 2010 at 9:30 a.m.

It is the responsibility of the bidder to insure that it has obtained a complete set of the documents that comprise this Bid Package. Bids are to be submitted on the forms furnished within this Bid Package and properly executed in accordance with all directions contained in this package. Bids must be submitted in detail

The right is reserved to reject any and all bids or to waive technicalities and any informality in any bid.

TABLE OF CONTENTS

	PAGE
Bid Form.....	-3
Instructions to Bidders.....	-5
Bid Divisions & Specifications -----	-9
General Notes-----	-10

205 Dean St., Woodstock, IL 60098 – Bid Form

Contractor Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Cell: _____

Put the Dollar Figure in the Division you are Bidding On, Sign, and Submit in a Sealed Envelope & Include All Required Documents. Any numbers changed with white-out or scratched out must be initialed.

Lump Sum Bid Amount: _____

1. GENERAL

The undersigned, having carefully examined the Agreement Documents, all data made available, and having visited the site of the work and having become fully informed as to all existing conditions and limitations, including the structure of the ground, subsurface conditions, the obstacles which may be encountered, local restrictions, and all other relevant matters concerning the work to be performed, hereby propose to perform all required work and to provide all the labor, materials, necessary tools, expendable equipment, all applicable taxes and fees, and provide all utility and transportation services necessary to perform and complete in a workmanlike manner the entire work in conjunction with building a new retaining wall at 205 Dean St., Woodstock, IL 60098 in accordance with the contract documents.

2. VOLUNTARY ALTERNATES

The undersigned hereby proposes to execute all work required, provide all labor, materials, necessary tools, expendable equipment, all applicable taxes as required, and to provide all utility and transportation services necessary to perform and complete, in a workmanlike manner, the following voluntary alternatives:

For providing _____

in lieu of _____

add/deduct _____

(\$)

This voluntary alternative is offered because _____

Attached are additional voluntary alternatives: _____

3. REJECTION AND WITHDRAWAL OF BID

In submitting this bid, it is understood that the right is reserved by the Construction Manager and CAHMCO to reject any and all bids and to waive any informalities in bidding. It is agreed that this bid may not be withdrawn for a period of forty five (45) days from the opening thereof.

Date: _____

Contractor: _____

Taxpayer ID: _____

By: _____

Signature

Typed or Printed Name

INSTRUCTIONS TO BIDDERS

Bids eligible for consideration must be made in accordance with the following instructions.

1. **BID REJECTION:**
CAHMCO reserves the right to reject any or all bids, or any part thereof, or to accept any bid or any part thereof, or to waive any informality in any bid.
2. **NO BID WITHDRAWAL:**
No bid may be withdrawn after the scheduled bid closing for a period of at least 45 days.
3. **SIGNATURES:**
Bids must be signed by an authorized official of the contractor's organization, and the name of the official and his title typed or written below the signature.
4. **NEW MATERIALS:**
The equipment and materials bid must be new, of the current model, and meet the specifications of the bid. Surplus, remanufactured, and used products will not be accepted.
5. **BIDDING DOCUMENTS:**
The Bidding Documents consist of the all of the documents contained in the Bid Package, and any Addenda.
6. **CONTRACT DOCUMENTS:**
The Contract Documents consist of the Agreement and Exhibits, said Exhibits being the Front End Documents, Bid Specifications, Itemized Pricing Sheets, the Certificates of Insurance, Bonds, Notice of Award, Notice to Proceed, Contractor's Bid, Required Forms, any Addenda, and any subsequent written amendments to the documents listed herein.
7. **PROJECT:**
The Project is the total construction to be provided under the Contract Documents and the Work may be the whole or a part of the Project as indicated elsewhere in the Contract Documents.
8. **WORK:**
The Work refers to the services and the entire completed construction, or the various separately identifiable parts thereof, required by the Contract Documents, including all labor, materials, and equipment furnished, furnished and incorporated into the Project, or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.
9. **QUESTIONS AND INTERPRETATIONS:**
All questions about the meaning or intent of the Bidding Documents shall be submitted in writing to the CAHMCO no later than three (3) calendar days prior to the date set for the opening of Bids. Any questions received after such time shall be answered at the discretion of the Owner.
Written clarifications or interpretations shall be issued by CAHMCO in the form of an Addendum. Only questions answered by an Addendum shall be binding. Oral clarifications or interpretations shall be without legal effect. Addenda shall either be e-mailed, faxed or mailed to all persons having received Bidding Documents. Each Bidder shall be responsible for determining that it has received all Addenda issued.

10. OSHA:
All equipment, material, and work practices must be in accordance with OSHA rules and regulations in effect at the time of the bid.
11. FREE ON BOARD:
The bid price is to be FOB Jobsite, with delivery to the point of use.
12. PERMIT FEES & TAXES:
Permit Fees: Owner shall be responsible for obtaining and paying for all local building permits for performing the specified work.
Sales Tax: According to Tax Rule #15 (Illinois Retailer's Occupational Tax, 2-1-69), supplies and materials used on this project are exempt from the Retailer's Occupational Tax and therefore said tax shall not be included in bid amounts.
13. UNIT PRICES:
When unit prices are given on each item separately and there is a conflict in the total bid price, the unit price shall govern.
14. SPECIFIC TERMS:
Contractor represents & warrants that there will be no liens for labor or materials against any work performed by Contractor. To protect Owner against liens, Contractor agrees that lien waivers from each materials supplier & contractor must accompany all payment requests.
15. DEFAULT:
In the case of default by the bidder, CAHMCO may procure the articles or services from other sources and may deduct from the unpaid balance due the bidder.
16. HOLD HARMLESS:
The bidder will hold CAHMCO and McHenry County; its officers, agents and employees, harmless from liability of any nature or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used under this bid.
17. COMPLIANCE WITH CONTRACT RULES AND REGULATIONS:
The successful bidder agrees to comply with all rules and regulations pertaining to public contracts adopted by the Illinois Fair Employment Practices Commission.
18. APPLICABLE LABOR LAWS:
Davis-Bacon Act wage and reporting requirements apply to this work.
19. BID SUBMISSION REQUIREMENTS:
 1. A signed and completed "Bid Form;"
 2. Detailed selections & materials that are proposed must be described in bid documents. Owner will evaluate the proposed materials when determining the "lowest responsible bidder."
 3. Break-out of material and labor costs.
 4. Estimated timeline for project completion.
 5. References for at least two comparable jobs.
 6. Provide background of previous projects on which contractor has performed work and submitted certified payroll reports.
 7. All state and local licenses.
 8. Current & acceptable Certificate of Insurance.

9. Statement that contractor will pay Illinois prevailing wages for McHenry County to all workers employed or subcontracted to perform work under the proposal and that contractor and any subs involved in the project will submit weekly certified payroll reports for each person doing work at the site.
10. Failure to provide all required documents constitutes grounds for removal from Bid List.

20. U.S. PRODUCTS:

The CONTRACTOR shall ensure that all iron, steel and manufactured goods used in the construction, alteration, repair or maintenance of the PROJECT shall be produced in the United States. This requirement shall be set forth in and incorporated into the bid documents for the PROJECT.

21. SECTION 3 BUSINESSES:

Small, minority, women's and Section 3 businesses are strongly encouraged to submit proposals.

22. INSURANCE REQUIREMENTS:

Each policy must list CAHMCO & The McHenry County Planning Department as an additional insured.

Coverage whether written on an occurrence or a claims-made basis shall be maintained with-out interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment. There shall be no obligation to execute a Contract and the next lowest responsible and responsive bidder may be awarded the job, if such insurance certificates have not been provided within five (5) business days after presentation of the Contract to the Contractor for execution.

23. BID PROVISIONS:

A. BIDDER'S REPRESENTATIONS.

1. It has read and examined the Bidding Documents thoroughly;
2. It understands the Bidding Documents;
3. The Bid is made in accordance with the Bidding Documents;
4. It has visited the site, has become familiar with the conditions of the site and the surrounding area, and has familiarized itself with local conditions that may in any manner affect cost, progress, or performance of the Work;
5. It has correlated its own observations with the Bidding Documents;
6. It has found no errors, conflicts, ambiguities, or omissions in the Bidding Documents, except for those that it has brought to CAHMCO's attention either orally at a pre-bid conference or in writing at least three (3) calendar days prior to submitting its Bid;
7. It is familiar with all of the applicable Federal, State, County and City laws, rules, regulations, and procedures affecting its Bid and its Bid is in conformity with those laws, rules, regulations, and procedures;
8. The Bidder has complied with every requirement of these Instructions and that the Bidding Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for the performance of the Work; and
9. Bidder hereby waives and releases any and all rights it may have pursuant to the Public Construction Contract Act, 30 ILCS 557/1 et.seq.

B. RIGHT TO WAIVE INFORMALITIES AND PERMIT CURATIVE MEASURES.

1. CAHMCO reserves the right to waive any Bid informalities, they may permit bidders who fail to include forms not otherwise required by law to

cure such omission(s) within five days of bid opening, in CAHMCO's sole discretion.

2. **Bids Forms.** Each Bid shall be submitted on the Bid Form included in the Bid Package. In the case of a conflict between dollar figures and words, written amounts shall control over dollar figures. The Bid Form shall be completed in ink or by typewriter.
3. **Acknowledgment of Addenda.** Each Bidder shall acknowledge the receipt of all Addenda (the numbers of which are to be filled in on the Bid form by the Bidder). A Bidder's failure to acknowledge any Addendum shall constitute sufficient cause for rejection of a bid at the CAHMCO's sole discretion.

C. SUBMISSION OF A BID.

1. Prior to the deadline for receipt of Bids, each Bid shall be submitted in a sealed envelope which is plainly marked on the outside with the name and address of the Bidder, the title of the Project, and the date and time of the Bid opening, in accordance with Paragraph 19 of these Instructions. Any Bid received after the deadline shall not be accepted. It is the responsibility of the Bidder to ensure that its Bid is received in a timely fashion.
2. The deadline for receipt of Bids can be extended by Addendum only.
3. Bids may not be submitted orally, by facsimile, by telephone, or by any other method except for the method described above.

D. MODIFICATION OF A BID.

A Bid may be modified only by submitting any such modification in the form of a document executed in the same manner as a Bid, delivered in a sealed envelope in the same manner as a Bid, designated as a modification to the original Bid and submitted to CAHMCO prior to the time designated for the opening of Bids.

E. WITHDRAWAL OF A BID.

1. **Prior to Bid Opening.** A Bid may be withdrawn before the time designated for opening Bids. All requests for withdrawal of a bid shall be in writing. Withdrawal of a Bid prior to the Bid opening time shall not prejudice the right of a Bidder to resubmit a Bid. A Bid cannot be withdrawn after the Bid opening time except as provided in the Bidding Documents.
2. **After Bid Opening.** In the case of death, disability, clearly apparent clerical error, a Bidder may withdraw its Bid after the time designated for Bid opening, if within five (5) days of the date designated for opening its Bid, such Bidder submits a statement under the penalties of perjury to the CAHMCO detailing the basis for withdrawal. CAHMCO shall then make a determination as to whether such Bidder shall be permitted to withdraw such bid. Such a determination shall be in the CAHMCO's sole discretion.

F. BID OPENING.

All Bids received prior to the date and time designated for the Bid opening shall be opened publicly and read aloud at CAHMCO's office.

G. PUBLIC BID REVIEW AND INSPECTION.

1. Upon opening, all Bids become public records except for any portions thereof that are not subject to public disclosure as a matter of law.
2. Bids may be reviewed by the public in a manner set forth by CAHMCO.

23. AWARD OF CONTRACT

1. CAHMCO shall award the contract to the lowest responsible Bidder within 45 days after the date of the opening of the Bids. If the successful Bidder fails to execute a purchase order in accordance with the terms of its Bid and to furnish acceptable certificates of insurance, an award shall

be made to the next lowest responsible and responsive Bidder. The time limit provided above shall not be applicable to a second or subsequent award.

2. CAHMCO shall notify the selected Bidder and submit to the selected Bidder an unsigned copy of the purchase order.
3. The Bidder shall return three (3) executed copies of the Agreement, all insurance certificates to CAHMCO's office within ten (10) Business Days of the PO date.
4. Failure of the selected Bidder to submit such documents in a timely fashion as provided above may result in the withdrawal of the award, at the CAHMCO's sole discretion. CAHMCO shall return one executed copy of the Purchase Order to the Contractor. Time is of the essence in the performance of the Agreement.

24. BID DIVISIONS:

There is only 1 Division for this project. It is the Lump Sum Bid Amount for the entire project from start to finish.

25. SPECIFICATIONS:

Lump Sum Bid Amount will Include:

Documents & Requirements:

Construction is to be in compliance with the drawings done by; A Architects, 217 Judd Street, Woodstock, IL 60098. They are dated 8/26/10 with no revision dates and are a single sheet. **The Lump Sum Bid amount must include all notes and descriptions found on the drawing.**

All work must be consistent with the Woodstock City Code and with the Historic Preservation Commission's Design Guidelines.

Public Sidewalks are to remain open except for when work is actually being performed.

Any and all safety requirements as determined by the City of Woodstock

Demolition:

Cut and replace existing public sidewalk as needed for installation of new retaining wall.

Cut sidewalk at locations of existing concrete breaks.

Demolish existing stoop from 201 Dean Street front steps.

Demolish existing retaining wall, basement stairs and slab.

Remove all existing guard rails & hand rails.

Remove all debris and clean up the entire site daily. Construction debris is not to be dumped in the tenant dumpster located on the property.

Concrete & Construction:

Pour new concrete steps and stoop at 201 Dean Street per the drawings.

Pour new concrete retaining wall, steps and slab with all rebar & reinforcement per drawings.

Pour any and all concrete sidewalks that were removed or demolished.

Install and hook-up new drain tile to existing tile & install new floor drain cover.

Supply & install new wrought iron railings and handrails as noted on drawings and approved by the Historic District.

CAHMCO – General Notes

General:

1. The Actual Bid Specifications may over-ride these Minimum Bid Specifications.
2. All work must be done in accordance with Applicable Local Building Codes.
3. **Detailed descriptions of all selections & materials must be included in the Bid Documents.** Owner will evaluate the proposed materials when determining the “lowest responsible bidder.”
4. All drawings and Manufacturer’s literature shall be submitted for approval of the Owner. Equipment and materials shall not be delivered to the job site with-out proper approval of the required submittals.
5. Contractor is required to call in all inspections as required by the City of Woodstock.

Construction Waste:

Individual Contractors are responsible for their own waste removal and storage. Contractors are highly encouraged to recycle all materials removed from the structure.

Demolition:

Structures built before 1978 may contain lead & materials removed from these structures must be disposed of properly.

