

CHAMPAIGN COUNTY DEPARTMENT OF PLANNING AND ZONING

INVITATION TO BID:

**REMOVAL OF CERTAIN VEGETATION, DEMOLITION, WASTE
HAULING, FILLING, GRADING, AND MULCHING OF BARE EARTH
AT
202 THIRD STREET, FOOSLAND**

ITB Number 2020-003

ISSUE DATE: May 29, 2020

MANDATORY PRE-BID MEETING AT SITE: Friday, June 12, 2020, 10:30AM

BID SUBMITTAL AND OPENING: Friday, June 26, 2020, 2:00PM

BID SUBMITTAL

**ITB 2020-003
ATTN: John Hall, Zoning Administrator
Champaign County Department of Planning and Zoning
1776 East Washington Street
Urbana IL 61802**

BID OPENING

**Lyle Shields Meeting Room
Brookens Administrative Center
1776 East Washington Street
Urbana IL 61802**

**CHAMPAIGN COUNTY DEPARTMENT OF PLANNING AND ZONING
INVITATION TO BID:**

**REMOVAL OF CERTAIN VEGETATION, DEMOLITION, WASTE HAULING,
FILLING, GRADING,
AND MULCHING OF BARE EARTH
AT
202 THIRD STEET, FOOSLAND**

ITB 2020-003

Table of Contents

Section 1- General Information.....	4
1-1 Purpose of the Invitation to Bid and Executive Summary	4
1-2 Internet Access to this ITB.....	6
1-3 Inquiries and Lobbying Restrictions	7
1-4 Bid Submission and Opening.....	8
1-5 Bid Withdrawal.....	8
1-6 Bid Disclosure.....	9
1-7 Interviews.....	9
1-8 Schedule of Events.....	9
1-9 Development Costs	10
1-10 Conflicts of Interest.....	10
1-11 Non-Collusion.....	10
1-12 Notice of Award.....	10
Section 2- Evaluation of Bids	10
Section 3- Selection Process	10
Section 4- Additional Details of the Process.....	11
4-1 Addenda	11
4-2 County’s Right to Reject Bids.....	12
4-3 No Liability for Costs.....	12
4-4 Payment.....	12
4-5 Non-discrimination	12
4-6 Prevailing Wage.....	13
4-7 Safety Requirements	13

4-8	Independent Contractor Status	13
4-9	Substance Abuse Prevention on Public Works Projects Act.....	13
4-10	Security	14
4-11	Taxes	14
4-12	Insurance	14
4-13	Hold Harmless Clause.....	15
4-14	Bid Response.....	15
4-15	Submittal	16
4-16	Bid Period.....	16
4-17	Award of Order	16
4-18	Workmanship	16
4-19	Exceptions	16
4-20	Full Pricing and Contingencies	16
4-21	Recourse for Unsatisfactory Service or Materials.....	17
4-22	Termination.....	17
4-23	Choice of Law and Venue.....	17
4-24	Protest Procedures.....	17
4-25	Bidder’s Attachment to the Bid.....	18
	Section 5 - Specifications.....	18
	Section 6- Interpretation and Amendment	19
	Location Map for 202 Third Street, Foosland.....	20

Section 1- General Information

1-1 Purpose of the Invitation to Bid and Executive Summary

The Champaign County Department of Planning and Zoning announces this invitation to bid (ITB) to solicit bids from responsible vendors. The scope of work entails removal of all structures and removal and disposal of all junk and debris from the property located at 202 Third Street, Foosland and removal of certain vegetation and removal of other vegetation as necessary to complete demolition and removal of junk and debris and filling with earth and regrading of the land as necessary and mulching of bare earth to prevent erosion and sedimentation.

The property is located at 202 Third Street, Foosland, Illinois and has been the subject of legal action by Champaign County to pursue demolition. The property has also been the subject of legal action by Champaign County to enforce the *Champaign County Public Nuisance Ordinance*. The subject property contains three dangerous structures (the house and two outbuildings) and junk and debris located inside the house and outbuildings and junk and debris outside on the property. The work includes demolition and debris removal as to both the house and both outbuildings. The subject property is also overgrown with vegetation some of which shall be removed as necessary as part of the work.

The Champaign County Department of Planning and Zoning is responsible for enforcing the *Champaign County Public Nuisance Ordinance*. The Champaign County State's Attorney's Office is the County's legal representative in the legal action.

Champaign County has obtained ownership of the property by a deed in lieu of foreclosure. The County seeks to remove all structures and all junk and debris from the property, to remove certain vegetation as needed to do the work, to add fill earth and regrade the land as necessary, and to apply mulch to the bare earth so as to prevent erosion and sedimentation.

The County intends to employ a contractor to remove and properly dispose of structures and all junk and debris and landscape waste.

The house has cement-asbestos (transite) siding. The demolition is exempt from the requirements of the National Emission Standards for Hazardous Air Pollutants (NESHAP) and other asbestos related regulations but the contractor should exercise appropriate care in removal and disposal of the siding including the careful removal of the siding prior to general demolition of the house. The Bid Form asks for the cost of the removal and disposal of the siding to be identified separately from the cost of the rest of the demolition.

Project Demolition

The project demolition will include removal of three structures with proper disposal in a licensed landfill or by a duly permitted recycling facility. The dwelling at 202 Third Street, Foosland, Illinois is a single-family home that has been vacant for several years. **The house is very unstable and dangerous.**

No demolition permit will be required from Champaign County.

The County makes no warranty as to whether there are currently hazardous materials on the property. The house has cement-asbestos (transite) siding but the demolition is exempt from the requirements of the National Emission Standards for Hazardous Air Pollutants (NESHAP) and other asbestos related regulations. The contractor should exercise appropriate care in removal and disposal of the siding including the careful removal of the siding prior to general demolition of the house.

Demolition should include all roofs, walls, floors, concrete floor slabs, foundation walls, foundations, and any steps or stairs. The outbuildings shall be included in the demolition.

Building foundation walls, footings, and concrete slabs shall be completely removed.

Any concrete or masonry that has any type of paint, adhesives, or mastics cannot be used as clean fill.

The septic tank should be abandoned in place in conformance with the Private Sewage Disposal Code (77 ILCS 905). The building sewer and seepage field or seepage bed may be left in place.

The water well should be abandoned and sealed by a licensed water well contractor with a well sealing form filed with the Champaign County Health Department.

Electrical power shall be terminated in accordance with the requirements of Eastern Illini Electric Cooperative (800-824-5102).

Onsite sidewalks that are not broken may remain in place.

Any portion of the sidewalks along Third Street and Ferguson Street that are broken during the project shall be replaced with new concrete walk meeting the requirements of Section 14.5 of the Champaign County Subdivision Regulations except that the width shall match the existing sidewalk.

Dust from demolition shall be minimized at all times by wetting materials prior to demolition.

Project Debris Removal

The project also includes removal and proper disposal of all debris on the property and inside all buildings. The vendor is entitled to the scrap value of any and all debris removed from the property. Champaign County makes no representation as to the amount or value of this scrap.

The County makes no warranty as to whether there are currently hazardous materials on the property. The house has cement-asbestos (transite) siding but the demolition is exempt from the requirements of the National Emission Standards for Hazardous Air Pollutants (NESHAP) and other asbestos related regulations. The contractor should exercise appropriate care in removal and disposal of the siding including the careful removal of the siding prior to general demolition of the house.

Tires, residential electronics, and white goods (appliances, water heaters, etc.) shall be appropriately recycled and shall not be disposed in a landfill or dumped.

Liquid paints must be dried before going to a landfill.

Any additional junk and/or debris that may be dumped on the property before and/or during this contract shall also be removed and properly disposed of by the successful bidder at no extra cost to Champaign County.

Copies of all waste disposal and recycling receipts shall be provided to the Zoning Administrator.

Project Vegetation and Landscape Waste Removal

The project also includes removal of any vegetation necessary for contractor access to the structures and required removal of other vegetation to ensure clean-up of all debris. Woody vegetation with a diameter of two inches or more at breast height and that does not obstruct access to the structures may remain but woody vegetation with a diameter of less than two inches at breast height shall be removed. After removal of junk and debris any remaining weeds and tall grass shall be cut to a height of not more than 8 inches. All landscape waste shall be disposed of at a duly permitted landscape waste recycling facility and copies of receipts shall be provided to the Zoning Administrator.

Project Fill, Grading and Mulching

After demolition and removal of all debris, any hole more than four feet deep shall be filled. Fill material shall be clean earth fill and may include clean construction and demolition debris from the subject property. All fill and disturbed earth shall be graded to have side slopes no steeper than 3 units horizontal to 1 unit vertical.

Concrete, concrete block, and other masonry on which any type of paint, adhesives, or mastics has been applied on the interior side cannot be used as clean fill nor shall it be recycled nor shall it be used for rip rap.

The fill shall be rough graded to match pre-demolition contours as much as possible.

Wood chips, bark chips, or shredded bark should be applied as mulch to protect the bare earth after all rough grading. The work in this bid does not include the establishment of temporary or permanent vegetation.

All demolition, debris removal, filling, grading, and mulching of bare earth should be completed by August 14, 2020.

1-2 Internet Access to this ITB

All materials related to this ITB will be available on the Internet at www.co.champaign.il.us/bids. In the event that a potential bidder does not have download capability, all materials may be obtained from the Champaign County Department of Planning

and Zoning, 1776 East Washington Street, Urbana IL 61802. Prior to submittal bidders shall be responsible for ensuring they have obtained all ITB materials.

All bidders who download the ITB solicitation from the Champaign County website may email Champaign County at zoningdept@co.champaign.il.us with the subject line "ITB 2020-003", a Notice of Intent to Bid", to be registered as a potential bidder to be notified of any changes or clarifications issued in Addenda.

Neither registration nor failure to register to receive notification of the issuance of addenda shall relieve the bidder from being bound by any additional terms and conditions in the Addenda, or from the responsibility of considering additional information contained therein in preparing a bid. Any harm to the bidder resulting from the failure to register and/or failure to ensure they have obtained all ITB materials shall not be valid grounds for a protest against award(s) made under this solicitation.

1-3 Inquiries and Lobbying Restrictions

Bidders will carefully examine all documents included in this ITB (i.e., this document and any Addenda published later) and shall make a written request to the County for interpretation or correction of any ambiguity, inconsistency, or error therein. Any written interpretation or correction will be issued and published on the website as an Addendum by the County. Only a written interpretation or correction by Addendum shall be binding. **Bidders are not to rely upon any interpretation or correction given by any other method.**

A bidder may submit a Request for Interpretation (RFI) seeking correction or clarification of any apparent error or ambiguity in this ITB or any addenda to it. Failure to submit an RFI constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

All RFI's must be in writing and directed to the following:

John Hall, Zoning Administrator
Champaign County Department of Planning and Zoning
1776 East Washington Street
Urbana IL 61802
PH: 217-384-3708
FAX: 217-819-4021
email: jhall@co.champaign.il.us

RFI's sent via email or FAX will be confirmed by reply email or FAX. If no reply is received, the email or FAX will be presumed not to have been sent.

Except for contact with the designated County official for this ITB, all interested individuals, firms, and their agents who intend to submit or have submitted a proposal or other response to the County are hereby placed on formal notice that Champaign County Board members, the Zoning Administrator, and the Department of Planning and Zoning staff are not to be lobbied, either individually or collectively, concerning this ITB.

Lobbying consists of discussions related to the bid award process other than submission of a written RFI, or any other discussions or actions, verbal, written, electronic, or otherwise, that may be interpreted as attempting to influence the outcome of the bid award process. Any such lobbying shall immediately disqualify a bidder from further consideration by the County for this ITB.

By submitting a bid, the bidder certifies that it, and all of its affiliates and agents, has not lobbied or attempted to lobby any Champaign County Board members, the Zoning Administrator, or the Department of Planning and Zoning staff.

1-4 Bid Submission and Opening

A bid shall be made using the ITB 2020-003 Bid Form in the legal name of the business entity or individual under which business is conducted (showing the official organization address) and must be signed in ink by a person duly authorized to legally bind the person or business entity submitting the bid. Champaign County shall not be responsible for unidentified proposals. Bidders are to include all applicable requested information.

To be considered, **bids shall include one original and one copy of the bid.** Bids may be hand delivered or mailed to:

ITB 2020-003
ATTN: John Hall, Zoning Administrator
Champaign County Department of Planning and Zoning
1776 East Washington Street
Urbana IL 61802

The County will not accept nor consider bids submitted by facsimile or email transmission. Bidders mailing their bid must allow a sufficient mail delivery period to ensure timely receipt of their bid. Champaign County is not responsible for bids delayed by mail and/or delivery services of any nature.

The deadline for acceptance of bids shall be 2:00 p.m. local time on June 26, 2020. Bids received after 2:00 p.m. local time June 26, 2020, will not be considered and will be returned to the bidder unopened. At 2:00 p.m. on June 26, 2020, the bids will be opened in the Lyle Shields Meeting Room of the Brookens Administrative Center, 1776 East Washington Street, Urbana, Illinois and recorded.

1-5 Bid Withdrawal

A bidder may withdraw their bid by notifying the County in writing at any time prior to the deadline for submission of bids. A bidder may do so via email to zoningdept@co.champaign.il.us. Any bid not so withdrawn shall constitute an irrevocable offer for a period of one-hundred-twenty (120) days. Bids once opened become the property of Champaign County and will not be returned to the bidder.

1-6 Bid Disclosure

All bids and RFI's submitted to the County are subject to the Freedom of Information Act (5 ILCS 140/ 1, et seq., "FOIA"). At some time after the Bid Opening all opened bids will be made available for public inspection consistent with FOIA.

The County has the right to use any or all information and/ or material submitted in the bid.

1-7 Interviews

Champaign County reserves the right to interview any, all, or none of the respondents in order to clarify any or all bids.

1-8 Schedule of Events

Champaign County will follow the dates and times in the table below which is expected to result in the award of the bid and the issuance of a purchase order on June 30, 2020, and a request for payment by the successful bidder no later than August 14, 2020. **Champaign County may delay or modify this schedule through Addendum, as described in Section 4-1.**

<u>Date</u>	<u>Event</u>
May 29, 2020	Invitation to Bid Posted
June 12, 2020	Mandatory Pre-Bid Meeting at 10:30 a.m. at 202 Third Street, Foosland IL. All bidders must be present and those who wish to inspect the premises must provide a Release and Hold Harmless Form.
June 16, 2020	Deadline for Requests for Interpretation (RFI) or Correction
June 19, 2020	Final Date to Issue Addenda
June 26, 2020	Bids Due and Bid Opening at 2:00 p.m. in the Lyle Shields Meeting Room, Brookens Administrative Center, 1776 East Washington Street, Urbana IL
June 30, 2020	Submittal of the Purchase Requisition and Issuance By Administrative Services Department of the Purchase Order for the Awarded Bid and Notification to all Bidders of the Results of the Award of Bid (Bid Posting)
August 14, 2020	Deadline for completion of all work and submittal of pay request to Champaign County

1-9 Development Costs

Neither the County, nor its representatives, shall be liable for any expenses incurred by the bidders in connection with the preparation or submission of a bid in response to this ITB.

1-10 Conflicts of Interest

All bidders must disclose with their bid the name of any officer, director, or agent of the bidder who is an elected official, appointed official, or an employee of Champaign County.

Furthermore, all bidders must disclose the name of any elected official, appointed official, or employee of Champaign County who owns directly, or indirectly, any interest in the bidder's firm or any of its affiliates or branches.

1-11 Non-Collusion

By submitting and signing a proposal response, the bidder certifies that its bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted, either with, prior to, or after any delivery of material or provision of services. Any violation of this provision may result in bid cancellation, return of equipment, or discontinuation of services.

1-12 Notice of Award

Notice of Award is expected to be posted on Champaign County's website at www.co.champaign.il.us/bids on June 30, 2020.

Section 2- Evaluation of Bids

The Department of Planning and Zoning in cooperation with the Administrative Services Department will evaluate the bids. The County, in its sole discretion, reserves the right to waive all technicalities or irregularities, to reject any or all bids, including any portion thereof, to award the bid to a single bidder, and/ or to re-solicit in whole or in part.

When a bid is in substantial compliance with this ITB, and any Addenda, but appears to contain an obvious error or ambiguity or otherwise where an error is suspected, the County may seek clarification or correction, provided that, in doing so, no change is permitted in prices. The County may clarify existing information and correct typographical errors.

Section 3- Selection Process

Subject to Section 4-2, Champaign County shall award any contract pursuant to this ITB to the bidder offering the lowest bid meeting all requirements of this ITB and any Addenda, and otherwise compliant with the law. Once accepted, and any supporting documentation is

submitted, this ITB and any Addenda in effect when the bid was awarded become a binding contract between Champaign County and the bidder.

After the Department of Planning and Zoning in cooperation with the Administrative Services Department completes the review of the bids, the Department of Planning and Zoning shall submit a Purchase Requisition and the Administrative Services Department shall prepare a Purchase Order for the awarded bid and the bid results will be posted on the County website, www.co.champaign.il.us/bids.

Section 4- Additional Details of the Process

4-1 Addenda

Addenda are written instruments issued by the County prior to the date for receipt of proposals, which modify or interpret the ITB by addition, deletion, clarification, or correction. The Addenda may include, but will not be limited to, responses to RFI sent to the Zoning Administrator according to the provisions herein.

It is the sole responsibility of the bidder to ensure receipt of the ITB and any addenda then in effect. Each bidder shall ascertain prior to submitting a bid that all addenda issued have been received and, by submission of a bid, such act shall be taken to mean that the bidder has received all addenda and that the bidder is familiar with the terms thereof and understands fully the contents of the addenda. Failure of the bidder to receive any addendum or interpretation shall not relieve the bidder from obligation under a bid as submitted.

Prior to the receipt of bids, the County will email, fax, or deliver addenda to all bidders who are known to have submitted a Notice of Intent to bid, at the email address or fax number listed therein, and shall post written addenda on its website, www.co.champaign.il.us/bids. Until a bid is awarded, written copies of this ITB, including any Addenda then in effect, will be made available to the public at the Department of Planning and Zoning, 1776 East Washington Street, Urbana, Illinois, during normal business hours. No failure to receive an addenda, either due to failure of information technology of the County or the bidder, or otherwise, shall be grounds for non-compliance with the ITB and all Addenda then in effect, or for protest of any award, provided the addendum is so made available in writing at the Department of Planning and Zoning.

All addenda shall become part of the bid documents.

Any and all changes to this ITB are valid only if included by written addenda to all bidders. No interpretation of the meaning of the ITB or other contract documents will be made orally.

Only the Zoning Administrator has the authority to issue an addendum.

4-2 County's Right to Reject Bids

If no bid is selected through this ITB process, the County may utilize any other procurement method available to Champaign County to obtain the work described herein.

In soliciting bids, any and all bids received may be rejected in whole or in part. The basis for rejections shall include but not be limited to the following:

- (1) The proposal not complying with conditions of the ITB document or with the intent of the ITB.
- (2) Lack of competitiveness by reason of collusion or knowledge that reasonably available competition was not received.
- (3) Error in specifications or indication that revision would be to the County's advantage.
- (4) Regulatory changes.
- (5) Changes in the known circumstances surrounding the buildings to be demolished or the debris to be removed.
- (6) Failure of the County Board to approve a budget amendment for this project.
- (7) The lowest responsible bid exceeds \$33,000.

In addition, Champaign County reserves the right to reject all bids; to cancel this ITB at any time; or to solicit and re-advertise for bids, for any reason whatsoever.

4-3 No Liability for Costs

The County is not responsible for costs or damages incurred by bidders or potential bidders or their member(s), officers, employees, agents, partners, subcontractors, or other interested parties in connection with the ITB process, including but not limited to cost associated with preparing the bid and/ or participating in any conferences, site visits, or product/system demonstrations.

4-4 Payment

The invoice for all services shall be submitted after the Department of Planning and Zoning has conducted a final inspection of the property. Payment by the County will then be processed upon receipt in compliance with the timeline set forth in the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).

4-5 Non-discrimination

Pursuant to 750 Ill. Admin. Code 750.10, all bidders shall certify on the Bid Form they have not been debarred from participating in any public contract for prior violations of the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.).

The successful bidder shall comply with all statutes restricting discrimination relating to employees, subcontractors, or others, and any regulations promulgated under such statutes. Without limitation, the successful bidder shall comply with the requirements of the Illinois Human Rights Act; the Public Works Employment Discrimination Act (775 ILCS 10/0.01, et seq.); and the Human Rights Code, relating to the duties of public contractors and subcontractors. See 44 Ill. Admin. Code 750, Subpart C. Pursuant to the Public Works Employment Discrimination Act (775 ILCS 10/0.01, et seq.), the Illinois Human Rights Act is appended hereto and incorporated into any contract resulting from this ITB, including contracts between the successful bidder and subcontractors. See 775 ILCS 10/1(b), 2, 3, 7.

The successful bidder shall provide a copy of the written sexual harassment policy required by 775 ILCS 5/2-105(A)(4).

4-6 Prevailing Wage

The State of Illinois requires that all wages paid by the successful bidder and each subcontractor shall be in compliance with The Prevailing Wage Act (830 ILCS 130/0.01, et seq.), as amended. Without limitation, the successful bidder shall submit monthly certified payroll records, as required by 820 ILCS 130/5(a)(2), to document said compliance.

4-7 Safety Requirements

The successful bidder is solely responsible for safety measures in performing the work. The successful bidder is also responsible for all training, inspections, supervision, and equipment necessary to ensure the safety of its employees. The successful bidder is required to comply with the requirements of the Occupational Safety and Health Act of 1970 (29 USC Sec. 651) (OSHA); the Occupational Safety and Health Act (810 ILCS 219/1, et seq.) (to the extent applicable); and the Environmental Protection Act (415 ILCS 5/1, et seq.).

4-8 Independent Contractor Status

This ITB shall give rise to an independent contracting relationship between the successful bidder and the County. Nothing in this ITB, or any resulting agreements or amendments thereto, shall give rise to an employee-employer relationship between the County and the successful bidder, its employees, subcontractors, or agents. The successful bidder shall retain all control over its work necessary to preserve its status as an independent contractor.

4-9 Substance Abuse Prevention on Public Works Projects Act

The successful bidder must be in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.). Without limitation, the successful bidder must file with the County its written program meeting or exceeding the requirements of that statute, as required by 820 ILCS 265/15.

4-10 Security

The bidder shall be solely responsible for preventing access to the site by vandals, trespassers, or persons other than those with an ownership interest in the property, government service providers, contractors and subcontractors, and others reasonably necessary to complete the work while the work is ongoing. The bidder hereby agrees to defend, indemnify, and hold harmless the Champaign County, its elected or appointed officials, officers, employees, agents, representatives, and attorneys from any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of this duty.

4-11 Taxes

The County of Champaign has a governmental exemption from payment of the Illinois Retailers Occupation Tax, the Illinois Service Occupation Tax (both state and local), the Illinois Use Tax, and the Illinois Service Use Tax. Therefore, the bidder should not include those taxes in the bid.

4-12 Insurance

- (1) GENERAL. The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance issued by a company or companies licensed and otherwise qualified to do business in the State of Illinois that are acceptable to the County, which requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:
 - (a) Commercial General Liability in a broad form with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury, and Contractual Liability.
 - (b) Business Auto Liability with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, and to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
 - (c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$500,000 for each incident, \$500,000 for each disease, and \$500,000 in the aggregate.
- (2) EVIDENCE OF INSURANCE. The successful Bidder agrees that with respect to the above required insurance that:
 - (a) The County of Champaign shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said

policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;

- (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
- (c) The County of Champaign shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
- (d) Subcontractors, if any, shall comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of Champaign as an additional insured. A copy of the endorsement shall be provided to Champaign County along with the Certificate of Insurance; and
- (e) Have Champaign County named as an additional insured, on a primary and non-contributory basis. Waiver of subrogation, in favor of the County of Champaign, is required for general liability and workers compensation. The address for certificate holder must read exactly as: County of Champaign, a body politic, 1776 East Washington Street, Urbana, IL 61802;
- (f) Insurance Notices and Certificates of Insurance shall be provided to: Champaign County, Deputy County Administrator of Finance, Administrative Services Department, 1776 East Washington Street, Urbana, IL 61802.

4-13 Hold Harmless Clause

The successful bidder will agree to indemnify, save harmless, and defend the County of Champaign, its officers and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract upon award. The foregoing indemnity shall apply except if such injury, death, or damage is caused directly by the willful and wanton conduct of the County of Champaign, its officers or employees.

4-14 Bid Response

No relief will be allowed from bid conditions other than through issuance of formal addenda applicable to all bidders.

**BIDS MUST BE SUBMITTED IN DUPLICATE FORM, (One Original, and One Copy).
BIDS ARE DUE BY 2:00 P.M. (CDT) ON FRIDAY, JUNE 26, 2020. SEALED BID
ENVELOPES ARE TO BE CLEARLY MARKED WITH:**

ITB 2020-003
ATTN: John Hall, Zoning Administrator
Champaign County Department of Planning and Zoning
1776 East Washington Street
Urbana IL 61802

Bidders are urged to respond to this bid request in every case to ensure being maintained on current bid lists. Explanations of the reasons for not bidding will assist in maintaining the bidder on the correct bid list(s).

4-15 Submittal

Submit one (1) bid and one copy of the bid, multiple bids will not be accepted.

4-16 Bid Period

This bid shall be firm for at least 120 days after the latest time specified for submission for bids and thereafter until written notice is received from the bidder.

4-17 Award of Order

Subject to Section 4-2, Champaign County shall award any contract pursuant to this ITB to the bidder offering the lowest bid and meeting all the requirements of this ITB and any Addenda, and otherwise compliant with the law.

The County will be the sole judge of acceptability of any products and/ or services offered.

4-18 Workmanship

All services shall be performed according to the highest traditions of the industry and shall meet all commercial standards of quality. The County shall be the sole judge of acceptable services. Unacceptable services will be rejected and suitable price adjustments made.

4-19 Exceptions

Bidders taking exception to any terms, conditions or specifications of this bid, or which seek to place conditions on their bid, must do so by submitting a timely RFI and seeking an addendum applicable to all bidders. Except as stated in Section 2, the County will not consider any bid submitted with exceptions or conditions not reflected in this ITB or its addenda.

4-20 Full Pricing and Contingencies

No conditions shall be placed on the bid. Any assumptions or conditions needed to place a bid should be addressed by submitting an RFI and seeking an addenda applicable to all bidders.

The County shall hold the successful bidder to bid pricing. Additional charges for contingencies discovered by the vendor at any time after the date of opening of this bid will not be considered for payment by the County.

4-21 Recourse for Unsatisfactory Service or Materials

Payment shall be contingent upon the County's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory services or installation shall be corrected to the County's satisfaction by the successful bidder at no additional charge.

4-22 Termination

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract.

The exercise of its right of cancellation shall not limit the County's right to seek any other remedies allowed by law. The County's waiver of strict enforcement of the terms of the agreement with the bidder on one or more occasions shall not be construed as a waiver of its rights to demand strict enforcement of these terms on other occasions.

The successful bidder will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the County in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to the County thirty (30) days after written notification of termination from the County.

If the work has not been completed satisfactorily by August 14, 2020, this agreement shall be terminated and the successful bidder will only be entitled to compensation for satisfactory work completed as of that date, to be determined on a pro rata basis.

4-23 Choice of Law and Venue

The bidder agrees that this bid has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this bid or any resulting contract shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The bidder further agrees that the exclusive venue for all such disputes shall be the Circuit Court of the Sixth Judicial Circuit of Champaign County, Illinois, and the bidder hereby consents to the personal jurisdiction thereof.

4-24 Protest Procedures

Any bidder who believes contractual terms or specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Deputy County Administrator of Finance, Administrative Services Department, 1776 East Washington Street, Urbana IL 61802. To be considered, the protest must be received by Champaign County five (5) days prior to the stated bid opening. Any adversely affected or aggrieved Bidder shall have ten (10) days from the date

of the bid opening to file a written protest regarding the intent to award the bid. Protests submitted after that date will not be accepted. Protests must specify the grounds upon which the protest is based (refer to appropriate statute, rule, code, or ordinance which defines the protest process).

4-25 Bidder's Attachment to the Bid

Any attachment to this bid, as required by the bid conditions, or made at the bidder's option, must reference on their face the bid title, opening date, and time.

Section 5 - Specifications

The specifications and bidding requirements for this project include the information contained in this document and the following separate documents:

- ITB 2020-003 Bid Form.
- *Champaign County Storm Water Management and Erosion Control Ordinance* (available on the Champaign County website at www.co.champaign.il/us/pandz/regs.htm)

By submitting a Bid, Bidder represents that:

- (1) Project Schedule: Bidder shall commit to having completion of the removal of vegetation, demolition, clean-up of demolition debris, clean-up of all debris inside buildings and other onsite debris, waste hauling, and, where necessary, filling and grading, and mulching to protect bare earth with **completion no later than August 14, 2020**. Bidders shall specify in their bid a completion date for the demolition, waste hauling, any required filling and grading, and mulching of bare earth that they can meet which is on or before August 14, 2020. The County, at its option, may choose to allow different completion dates, depending upon the weather and only at their discretion. The successful bidder shall coordinate with the County and obtain written permission prior to commencement of any work on site. Any mud or earth tracked onto public roadways shall be removed at the end of the workday.
- (2) Time is of the essence. Any waiver of the timeline for completion of the work must be in writing and signed by the Zoning Administrator.
- (3) Bidder HAS VISITED THE SITE and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- (4) Bidder has examined and carefully studied the Bidding Documents and the other related data identified in the Bidding Documents. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work. Bidder is aware of the general nature of work to be performed at the Site that relates to the Work as indicated in the Bidding Documents.
- (5) Bidder has correlated the information known to bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding

Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

- (6) The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- (7) This Bid is genuine and not made in the interest of, or on behalf of, any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- (8) Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- (9) Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- (10) The Bidder must be able to demonstrate recent successful completion of similar projects on similar building types. The County may ask the bidder to supply a list of these projects along with the names of the owner's representative for reference. This supporting documentation will be requested prior to purchase order issuance. Failure to demonstrate this qualification will result in the disqualification of the bid.
- (11) Subcontractors. Bidder must include in submittal any/all subcontractors to be utilized.
- (12) The successful bidder shall be responsible for applying for, payment for, and obtaining applicable Champaign County permits prior to the initiation of the work requiring the permit.
- (13) The successful bidder will be expected to attend project meetings as needed through the deadline for completion of this project on August 14, 2020.

Section 6- Interpretation and Amendment

This ITB and the successful bid with any Addenda that may be issued, constitute the entire agreement between the parties. Any supplemental agreement or change order must be in writing and approved by the County Board. Any waiver or failure to strictly enforce the terms of this Agreement on or more occasions shall not be deemed a waiver of the right to strictly enforce the agreement on other occasions. Pursuant to the Public Work Contract Change Order Act (50 ILCS 525/1, et seq.), any change order which would increase the price to a level 50% or more of the original contract price, or that authorizes or necessitates any increase in the price of a subcontract that is 50% or more of the original subcontract price, must be resubmitted for new bids.

202 Third St. Foosland



230

Feet

This map was prepared with geographic information system (GIS) data created by the Champaign County GIS Consortium, KGCDC, or other GIS Consortium member agency. These entities do not warrant or guarantee the accuracy, reliability, or quality of the data shown on this map. The data within this map is intended to be used as a general index to spatial information and not intended for detailed, site-specific analysis or resolution of legal matters. Users assume all risk arising from the use of this map and information contained herein. The use of this map constitutes acknowledgment of this disclaimer.

Date: Wednesday, May 27, 2020

