

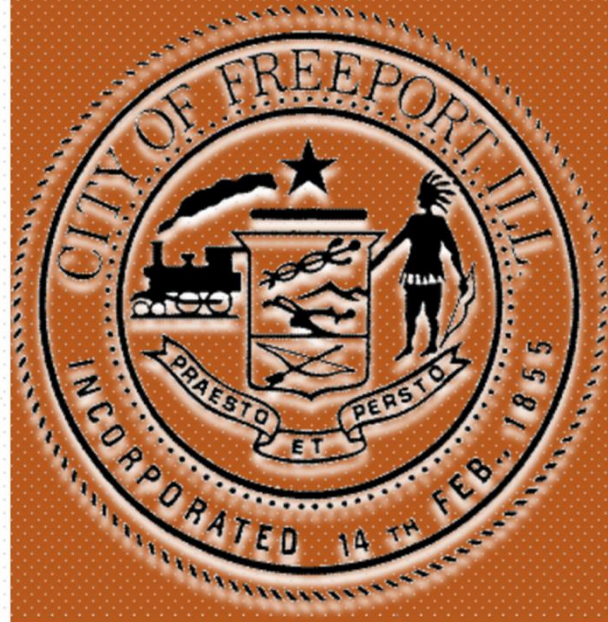
For the Wall Repair at 21 West Stephenson Street



BIDDERS NOTES:

- Prevailing wage provisions apply
- Certified payroll provisions apply
- Bid Bond and Performance Bond provisions apply
- Bids shall be contained in a sealed envelope with the words
“SEALED BID REPAIR SERVICES CD-005-17”
- Deadline for sealed bid submission is 10:00 AM on
8/18/2017 and bids must be submitted to Office of City
Clerk, 314 W. Stephenson St., Freeport, IL 61032
- Bid opening immediately afterwards
- Repair work to be completed by 11/22/2017
- Contractor **MUST** be registered with the City upon Award
- Expected bid award by City Council: 8/21/2017

BID# CD-005-17



City Contact:
Nancy McDonald
Community and Economic Development
Director
815.235.8221
nmcdonald@cityoffreeport.org

CITY OF FREEPORT, ILLINOIS - BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert a price for all bid items and all other information requested in these specifications. The price shall be the full, delivered cost to the City of Freeport with no additions.

Total versus "Per Item" awards: The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.

2. Delivery of Services and Merchandise. The City of Freeport accepts no responsibility for the condition or cost of any service or merchandise purchased or provided prior to acceptance by the City of Freeport. Failure to comply with this requirement may constitute rejection of the bid.

3. Acceptance of Services and Merchandise. The City of Freeport reserves the right to refuse acceptance of delivered services or merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.

4. Prompt Payment Act. The City of Freeport intends to comply with the governmental Prompt Payment Act. The awarded Contractor will be paid upon submission of invoices to: City of Freeport City Building Department, 314 West Stephenson Street, Suite 010, Freeport, IL 61032.

5. W-9 Request for Taxpayer Identification Number. Prior to issuance of a purchase order, the successful bidder will be required to supply the City of Freeport with a federal W-9 Request for Taxpayer Identification Number and Certification. Failure to comply with this requirement will be considered a violation of contract terms.

6. Legal Compliance. The awarded Contractor shall comply with all Federal, State, County, and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded Contractor of applicable law will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded Contractor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.

7. Legal Requirements. This contract sets forth the entire final agreement between the City of Freeport and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Stephenson County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.

8. Safety. Prevention of accidents at the project site is the sole responsibility of the awarded Contractor and its Subcontractors, Agents, and Employees. The awarded Contractor, its Subcontractors, Agents and Employees shall be fully and solely responsible for the safety of this project. The awarded Contractor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded Contractor.

9. Criminal Background Check. When necessary, for the protection of citizens and/or City staff, the City may require an awarded Contractor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this

contract. Personnel are defined as representatives, agents, employees, Subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last 10 years. The awarded Contractor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 15 calendar days so as to not delay work to be completed.

10. Control of the Work. With respect to the awarded Contractor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded Contractor's work, since these are solely the Contractor's responsibility under the agreement. The City shall not be responsible for the awarded Contractor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded Contractor, its Subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded Contractor. The awarded Contractor shall be considered to be an "independent Contractor" pursuant to Illinois law.

11. Bid Bond. When required on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded. **Bid Bonds shall be required on this contract.**

12. Performance Bond. When required by the specifications herein, the awarded Contractor shall furnish a performance bond equal to the amount of the contract, acceptable to the City, within 15 calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty. **Performance Bonds shall be required upon award.**

13. Taxes. No charge will be allowed for taxes from which the City of Freeport is exempt. The City of Freeport is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is also exempt from the Federal Excise and Transportation Tax.

14. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of thirty (30) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the bid bond will be retained by the City as liquidated damages.

15. Subcontracting. The bidder shall provide information for all Subcontractors, leased Operators/Equipment, and Suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the City's Diversity Procurement Officer and the City Building Department or designee. The awarded Contractor may not subcontract any portion of the Contract after award without written consent of the City of Freeport.

16. Subcontractor Payments. When Subcontractors are used, the awarded Contractor is required to pay Subcontractors promptly after the completion of work. Delay of payment is prohibited.

17. Termination of Contract. The City of Freeport reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded Contractor, if the Freeport City Council does not appropriate sufficient funds to complete the contract or in the event of default by the awarded Contractor. Default is defined as failure of the awarded Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to retain the bid bond.

18. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the Contractor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the Contractor at their request and expense.

19. Addendums. All correspondence regarding the repair of properties outlined in this proposal must be addressed to the Contact Person located on the cover sheet of this document. Return correspondence, if any, from the City shall be in the form of addenda which will be posted on the City's website for viewing by all interested parties. No responses shall be given within five (5) days prior to bid opening deadline.

20. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be considered. All Subcontractors shall also be required to comply with the same EEO forms as the firm.

21. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the City Building Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the City Building Department not less than five (5) days prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

22. Bid Protest. Firms wishing to protest bids or awards shall notify the City Building Department in writing within seven (7) calendar days after the bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The City Building Department will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

23. Disputes. In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the City Council of the City of Freeport, or authorized representative shall be final and binding to all parties. The City Council has the right to waive technicalities as they see fit. The City Council may request a written recommendation from the head of the department using the equipment or service being procured.

24. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

25. Acceptance/Rejection of Bids. The City Council of the City of Freeport reserves the right to accept or reject any or all bids or proposals at any time, for any reason. The City may make awards in any manner deemed in the best interest of the City.

26. Prevailing Wage. When indicated on the cover page of this document, 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 awarded 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 fringe benefits) in the county where the work is performed. When required, awarded Contractors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. It is the awarded Contractor's responsibility to verify current wage rates, as they are updated monthly. All awarded Contractors and Subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.

27. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be mailed to the City Building Department, 314 W. Stephenson St., Freeport, Illinois or be submitted via email, in Excel or some format compatible with Excel, to nmcdonald@cityoffreeport.org.

28. Substance Abuse Prevention. When required by Illinois State Statutes, awarded Contractors must have in place and file with the City a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

29. Apprenticeship Requirement. For construction contracts over \$50,000, awarded Contractors must participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all Trades that will be in the awarded Contractor's (or his Subcontractor's) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.

30. Indemnification. To the fullest extent permitted by law, the awarded Contractor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the awarded Contractor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded Contractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded Contractor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall the awarded Contractor, its Subcontractors, Agents, and Employees be required to indemnify the City for its own negligence.

31. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Freeport, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

32. Non-Waiver. The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

33. Professional Services Selection Act. The City of Freeport intends to comply with SO ILCS 510/5 governing the selection of professional services. Any references in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

The City of Freeport reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

34. Equal Employment Opportunity Act. In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations

under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the Contractor in his or her efforts to comply with the Act and this Part, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

- 5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the Subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.



BID REQUIREMENTS FOR EQUAL EMPLOYMENT OPPORTUNITY

All bidders seeking to do business with the City of Freeport are REQUIRED to submit with any formal, sealed bid, all of the following documents and information, attached herewith, completed and signed:

- Equal Employment Opportunity Affirmative Action Plan Statement of Policy.
- The Certificate of Non-Segregated Facilities.
- Certificate of Non-Barred Bidding
- All executed Subcontractor/Leased Operator and Supplier forms.

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.



EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION PLAN STATEMENT OF POLICY

It is the policy of this company, _____ to provide equal employment opportunity without regard to race, religion, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the principle of equal opportunity in employment.

At present, _____% of our work force are minorities and _____% of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future.

It is also our intent to make efforts to purchase supplies or equipment from small businesses located within City of Freeport or Stephenson County.

_____ Officer in our company, responsible for submission of all required equal employment opportunity documents when required by contract.

In addition, _____ is hereby authorized to sign payroll as well as this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One" in this space.)



CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed Subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed Subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

By signing below, the firm agrees that all information provided in the previous pages is accurate.

Authorized Signature

Title

Firm



CERTIFICATE OF NON-BARRLED BIDDING

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective Employees, Contractors, and Subcontractors/Leased Operators of Equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is

accurate. Authorized Signature

Title

Firm

Our firm is a:
Minority Business
Enterprise Women
Business Enterprise
Neither

City-Certified?	Yes	No
City Certified?	Yes	No

**Subcontractor/Leased Operator of Equipment
Detail Form City of Freeport**

Firms submitting bids must supply information on Subcontractors/ Leased Operators of Equipment selected for work on the project specified. It is required that Subcontractors/Leased Operators of Equipment listed below will be utilized for actual construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the City Building Department or their designee. This form may be duplicated if additional space is necessary. All pages must be signed and submitted.

Subcontractor/Leased Operator Information	Type of work supplied.	MBE/WBE Business?		Dollar Amount	% of Bid Total
Please provide business name, address and contact.	Describe Subcontractor/Leased Operator work performed.	YES	NO		
Name:					
Address:					
City/State:					
Contact:					

Signed: _____ Date: _____

Supplier's Detail

City of Freeport

Firms submitting bids must supply information on suppliers selected for the project specified. It is required that suppliers listed below will be utilized during construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the City Building Department or their designee. This form may be duplicated if additional space is necessary, all pages must be signed, and submitted.

Subcontractor/Leased Operator Information	Type of work supplied.	MBE/WBE Business?		Dollar Amount	% of Bid Total
		YES	NO		
Please provide business name, address and contact.	Describe Subcontractor/Leased Operator work performed.				
Name:					
Address:					
City/State:					
Contact:					

The bidder intends to procure _____% of the total contract from MBE/WBE firms.

Signed: _____ Date: _____

CITY OF FREEPORT, ILLINOIS – CONTRACT SPECIFICATIONS

- 1.0 Scope.** The City of Freeport requests bids from qualified Contractors to provide all labor, materials, equipment, and supplies necessary for the repair of the west wall of the structure located at **21 W. Stephenson Street**, Freeport, Illinois.
- 1.1 Structural Background and Documentation.** The City of Freeport demolished a structure at 17 W. Stephenson Street, Freeport, Illinois, in January of 2017. The original three-story structure was constructed in 1899 and was comprised of masonry brick exterior walls covered by a sandstone veneer. The building dimensions were approximately 112' long by 42' high, approximately 4300 square feet. Prior to demolition of the structure at 17 W. Stephenson, tie rods were installed throughout 21 W. Stephenson Street as a stabilization measure. The bid specifications included this packet will allow for more permanent stabilization and aesthetic measures on the east wall of 21 West Stephenson Street.
- 2.1 General Requirements.** Bids will be accepted until 10:00 AM on August 18, 2017. Bids shall be submitted to the Office of the City Clerk, located at 314 W. Stephenson St., Freeport, IL 61032. All bids shall be submitted in a sealed envelope with the words "SEALED BID REPAIR SERVICES CD-005-17" clearly written on the envelope. All bids will be time stamped upon receipt.
- Bids shall be read in the main conference room at City Hall at 10:15 AM on August 18, 2017. The City Council will award the bid for repair on August 21, 2017. Upon award, the Contractor shall have until November 22, 2017, to complete the repair as outlined in these Specifications.
- 2.2 Contractor Qualifications.** All bidders on this project must be licensed as a General Contractor with City of Freeport within 15 calendar days of Award. All bidders must have all other appropriate licenses prior to bidding.
- 2.2.1** The successful Contractor shall work cooperatively with the City of Freeport to determine an appropriate start date, street closures, and utility notification prior to the start of repair. Failure to comply with any of these specifications may result in the cancellation of the contract.
- 2.2.2** All work shall be done in a workmanlike manner, in compliance with all local, state and federal codes applicable thereto, and said work shall be performed by those trained and skilled in the craft involved.
- 2.3 Basis of Award.** The contract will be awarded to the lowest responsible and responsive bidder. The City reserves the right to request any information necessary to determine a Contractor's ability to complete the work desired. This may include standard specification information and references from other clients. If these information requests are denied, the City reserves the right to reject the bid.

2.4 Evaluation of Bids. Contract award will be recommended for the Contractor that is able to deliver the product specified in this document for the lowest price.

2.5 Examination of Site. A **mandatory pre-bid meeting** shall be held for all bidders on **August 15, 2017 at 10:00 AM** at the repair site, 21 West Stephenson Street, Freeport. All interested bidders shall carefully examine the project site to eliminate misconceptions, verify dimensions, elevation, working conditions, transportation, utility clearances and other potential hazards or conflicts. Bidders shall give due consideration to same in preparing their proposals as no exceptions will be considered after awarding the contract; nor will the Contractor be entitled to any extra compensation for his/her failure to verify conditions at the site.

The City assumes no responsibility for the condition of the existing building structure, or the continuance in the condition at the time of issuance of the contract price or allowance for any change in conditions which may occur after issuance of the Invitation for Bids or Contract Award.

2.6 Insurance Requirements. Upon execution of the contract, and prior to the Contractor commencing any work or services with regard to the project, the Contractor shall carry commercial general liability insurance and automobile liability insurance and the Contractor shall provide the City with a Certificate of Insurance and Additional Insured Endorsement on the proper Insurance Accord Form naming the City as Additional Insured thereunder. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the City. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the City. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

2.7 Insurance Coverage. The insurance required above shall be of sufficient type, scope and duration to ensure coverage for the City for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the City in relation to the contract. The following insurance requirements shall apply to the successful bidder for the duration of the contract unless explicitly waived by the City Building Department:

2.7.1 Commercial General Liability. The coverage available to the City, as Additional Insured, shall not be less than \$1 million each occurrence for bodily injury and property damage. Such insurance shall also cover liability arising from premises, operations, independent Contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.7.2 Workers Compensation. Contractor shall maintain during the life of this contract statutory worker's compensation and employer's liability insurance for all his Employees engaged in work on the job site. Any exemption from worker's compensation shall be recorded and on file with the City of Freeport.

2.7.3 Insurance Certificates. Each Certificate of insurance shall provide that the insurer must give the City at least 30 days prior written notice of cancellation and termination of the City's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the Contractor shall supply the City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the City as set forth above.

2.8 Permits and Notices. Contractors will comply with all laws and regulations of any public authority having jurisdiction on over the work. The Contractor will also, at his own expense, and in his own name, obtain all permits, certificates, and licenses required by the City; shall carry on all work under this contract in strict conformity therewith, and shall save and keep harmless the City of Freeport from any expense incurred.

2.9 Weatherization Measures. The City of Freeport requests an alternate bid for weatherization work on days that are below 50 degrees and in accordance with any supply manufacturers recommendations. This provision will include costs for tenting or other measures while work is conducted in weather that is below 50 degrees and will be made at the discretion of the City Building Inspector using the declared temperature on the Weather Channel on a daily basis, but will not exceed ten (10) calendar days. Weatherization measures over the ten day period will be at the Contractor's expense.

2.10 Temporary Structures. The Contractor shall furnish and erect and all temporary sidewalks, barricade covers and other temporary structures necessary for the proper and safe conduct of the work and shall remove all such temporary structures upon the completion of the work under contract, all without additional compensation therefor. The Contractor shall have a competent superintendent on the site at all times that work is in progress with full authority to act on behalf of the Contractor.

2.11 Liquidated Damages. If the Contractor fails to perform the services within the time specified in the contract, the Contractor shall pay to the City liquidated damages for each calendar day delay in the amount of \$200 per day. The City may terminate this contract in whole or part as provided in the default provisions. In that event, the Contractor will be liable for such liquidated damages accruing until such time as the City may reasonably obtain performance of similar services.

- 3.1 Bidders.** Each bidder shall be qualified, properly licensed and insured to operate the business of a Repair Contractor in the City of Freeport.
- 3.2 Utilities.** Utility shutoff and disconnects, if required, will be accomplished by the City of Freeport prior to repair commencement, however, all **Contractors shall still be required to notify JULIE (Phone # 811) to accomplish the marking of any underground utilities prior to repair commencement.**
- 3.3 Site Access/Traffic Control.** The Contractor may make use of the adjacent parking lanes on Stephenson Street and the alley, provided a barrier is placed between construction work and the adjacent traffic. All deliveries shall be made via the alley, unless restricted by delivery method. The Contractor shall make a formal request to the Freeport Public Works Department in the event that lane closures are required during the repair process. At all times, the repair and staging areas shall be separated from pedestrian and vehicular traffic by means of fencing, jersey barriers, barricades, or other approved traffic control devices. It shall be noted that Stephenson Street has recently been repaved and care shall be taken during repair to not damage the surface.
- 3.4 Removal of Material.** The successful bidder shall remove all debris and waste resulting from the repair to an approved dumpsite. Dump receipts must be retained and submitted to the City of Freeport prior to final payment.
- 3.5 Disposal of Material.** Each bidder shall provide with their bid the location where the debris from this repair will be dumped. State licensed site(s) for dumping rubble or any other private site where clean debris will be accepted must be listed. The bidder shall leave the premises in such condition that it will not constitute a public nuisance.
- 3.6 Site Repair.** The Contractor shall provide all labor, materials, equipment, and supplies necessary to complete all items as described below. Any damage to property outside of what has been described in these specifications shall be restored to its original state or as directed by the City Building Department, at the Contractors expense. This shall include adjacent buildings, sidewalks, pavements, street lighting, street signs, and other adjacent items.
- 3.6.1 Erosion and Sediment Control.** The Contractor shall take special precautions to avoid tracking or spilling dirt and debris onto the adjacent roadways, sidewalks and other private or public areas. The Contractor shall remove, clean and/or sweep all debris material in and around the project site at the end of each work day to the satisfaction of the City, and properly dispose of the material.

3.6.2 Security. The repair site shall be contained within security fencing, barricades, or jersey barriers at all times during repair. The City shall not be responsible for any damage to Contractor's equipment or be responsible for securing the site during non-working hours.

3.7 Completion of Repair. Repair shall be conducted in a safe manner and suitable protection shall be provided for the public as required and specified by the current City Building code requirements for repair, protection of the public, protection of existing buildings and protection of adjoining properties. **The repair and site restoration work must be completed by November 22, 2017.** Any repair work not completed by that date shall be covered under section 2.11 Liquidated Damages. Failure to comply with any of these specifications may result in the cancellation of the City's contract.

3.8 Basis of Payment. All of the work included in these documents and related to or necessary to prosecute this work to completion and to the satisfaction of the City of Freeport, shall be paid through three annual payments to the Contractor over three years at the agreed-upon contracted price for Repair Services. The Contractor shall submit three annual pay requests to the City. No other retainage shall be held.

3.9 Award of Bid. The City intends to award the bid for repair of the structure located at 21 W. Stephenson Street, Freeport, Illinois. The Freeport City Council will reject or approve the Award on August 21, 2017.

**REPAIR BID FORM FOR
21 W. STEPHENSON STREET**

Bids are due on or before: Friday, August 18 at 10:00 a.m. central time
Bids Accepted By: City Clerk, 314 W. Stephenson Street, Freeport, IL
Bids Opening: City Hall Conference Room, City Hall, 314 West Stephenson Street, Freeport, Illinois at 10:15 a.m. on Friday, August 18, 2017.

I hereby bid the following amount for repair of the property located at 21 W. Stephenson Street per the attached specifications:

Name of Firm: _____

Form of organization: Sole Proprietor Partnership Corporation Other _____

Address: _____

Contact Person: _____

Telephone: Day _____ Evening/Weekend _____

E-mail address: _____

Bid amount Lump Sum for Repair Services \$ _____
as outlined in the Bid Specifications document

Alternate bid amount Lump Sum for 10- day \$ _____
Weatherization Provision as outlined in the Bid Specifications document

The total prices listed above shall include everything required to fulfill the conditions of the contract, including, but not limited to, the following: all labor, materials, equipment, fees, costs, insurance, and transportation contemplated in these documents. Contract price shall be for the entire term of the contract. The contract is anticipated to be awarded on August 21, 2017

Name of Disposal Site: _____

Location of Disposal Site: _____

Person, Firm, or Corporation

Authorized Signature and Title

CD-005-17
Bid Specifications
21 West Stephenson Street Wall Repair

1. Removal of old roofing and flashing along roof line
2. Cutting off of any protruding or jagged brick
3. Fill-in of all voids with brick and mortar
4. Installation of parapet cap on back of 21' of brick wall
5. Inspection of chimneys and parapet capping on front 91' of brick wall
6. Removal of any chimneys not in use and replace parapet cap on front 91' of brick wall
7. Stabilization of limestone foundation at south end of wall
8. Prepare the entire surface area, including power washing and/or scraping of all painted areas
9. Apply fiber-reinforced cement material as needed to bring the entire surface to a uniform finish
10. Apply one coat of concrete and masonry primer/sealer exterior primer to the entire area
11. Apply one or more coats of exterior latex satin paint to the entire area in a neutral tone to be approved by the Community and Economic Development Department. More than one coat of exterior paint may be required to obtain a uniform finish