



HURST-ROSCHÉ, INC.

CONTRACT DOCUMENTS

and

SPECIFICATIONS

**LAKE HILLSBORO
WATER LEVEL CONTROL**

**CITY OF HILLSBORO
HILLSBORO, IL 62049**

Prepared by

**Hurst-Rosche, Inc.
1400 E Tremont
Hillsboro, Illinois
HR 425-1891**

July 2022

Bid Package No. _____

REQUEST FOR PROPOSAL

FOR

**LAKE HILLBORO WATER LEVEL CONTROL
CITY OF HILLSBORO
HILLSBORO, MONTGOMERY COUNTY, ILLINOIS**

HR 425-0942

JULY 2022

**LAKE HILLSBORO WATER LEVEL CONTROL
CITY OF HILLSBORO
HILLSBORO, MONTGOMERY COUNTY, ILLINOIS**

The City of Hillsboro will receive sealed proposals for the above project until **10:00pm CST, Wednesday, August 3, 2022** at City Hall, 447 S. Main Street, Hillsboro, IL 62049.

Questions prior to bidding should be emailed to jgoodwin@hurst-rosche.com prior to July 27, 2022 at 10:00am. Pertinent questions and responses will be issued to prospective bidders via addendum. Please provide an email address for the bidder's point of contact where any addenda can be provided.

Project Description: Installation of a system to allow the City to lower the Lake Hillsboro water surface level to 5' below normal pool for annual maintenance. The system consists of an intake pipe leading to a valve vault which houses a control valve on the upstream face of the dam. From the vault, piping is then directionally bored through the dam embankment. On the downstream face of them, the pipe can then be trenched and routed to the spillway discharge.

The water surface at the time of construction is anticipated to be near normal pool. A cofferdam or other means of dewatering the area of the upstream intake is anticipated for intake pipe installation. The site is on City of Hillsboro property and is accessible for review of existing conditions prior to bidding. Contractor is responsible for familiarizing with the existing conditions prior to bidding.

The Illinois Department of Natural Resources has approved the project and no further permitting from them is required.

The Owner requires prospective bidders to be pre-qualified with IDOT.

The Owner reserves the right to reject any or all proposals or any part thereof, to waive any informalities, and to accept proposals deemed most favorable to the owner.

Successful contractors shall be required to observe Illinois Public Act 77-1552 and the Illinois Department of Human Rights and Illinois Human Rights Commission Rules pertaining to Equal Employment Opportunity as provided for in paragraphs 2-101, et seq., Article II, Chapter 68, of the Illinois Revised Statutes; and comply with paragraph 271 of Chapter 48 of the Illinois Revised Statutes concerning the employment of citizens of the State of Illinois; and comply with Chapter 48, Sections 392-1 through 392-12, of the Illinois Revised Statutes, as amended, known as the Prevailing Wage Determination, as issued by the Illinois Department of Labor.

The Contractor shall furnish, at its own expense, a surety in the form of a performance bond and a labor and material payment bond in the amount of one hundred percent (100%) of the proposal amount. Surety for such bonds shall be a company duly authorized and licensed in the State of Illinois and acceptable to the owner. The Attorney-In-Fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Certificate of Insurance naming the City as additionally insured will be required. The limits of the insurance shall be:

1. General Liability
 - a. Comprehensive Automobile Liability:
 - 1) The policy shall cover owned, non-owned and hired vehicles.
 - a) \$1,000,000 Bodily Injury and Protection Damage Liability Limit Each Occurrence.
 - b. Worker's Compensation
 - 1) Statutory Requirement.
 - c. Commercial General Liability
 - 1) Include coverage for premises and operations, broad form property damage, products completed, independent contractor's personal injury liability and contractual obligations. Coverage shall not be excluded because of the Contractor's negligence. The Contractor shall purchase and maintain to protect against claims due to collapse.
 - a) The general aggregate limit shall be:
 - (1) \$1,000,000 Bodily Injury Per Person.
 - (2) \$1,000,000 Bodily Injury Aggregate Limit.
 - (3) \$500,000 Property Damage Per Occurrence.
 - (4) \$1,000,000 Property Damage Aggregate Limit.
 - (5) \$1,000,000 Combined Single Limit Coverage for bodily injury and property damage per occurrence and in the same aggregate limit will be accepted in lieu of the separate limits specified above.

This proposal request consists of 7 pages plus the following attachments:

1. 00 52 14 Agreement (3 pages).
2. 01 20 00 Price and Payment Procedures
3. 01 70 00 Execution and Closeout Requirements
4. Drawing Sheets – G1-0 (1 sheet)
C0-1 to C1-5 (6 sheets)
S0-1 to S1-5 (6 sheets)

PROPOSAL FORM

To: **CITY OF HILLSBORO**
447 S. MAIN ST.
HILLSBORO, IL 62049

Project: **LAKE HILLSBORO WATER LEVEL CONTROL**
LAKE HILLSBORO
HILLSBORO, MONTGOMERY COUNTY, ILLINOIS

Date: _____

Submitted by: _____
(full name)

(full address) _____

Contact Name: _____

1. OFFER

Having examined the Place of The Work and all matters referred to in the Request for Proposal prepared by Hurst-Roshce, Inc., for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of

_____ \$_____ dollars, in lawful money of the United States of America.

2. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum#_____. Dated_____.; Addendum#_____. Dated_____.
Addendum#_____. Dated_____.; Addendum#_____. Dated_____.

3. REVIEW OF REQUEST FOR PROPOSAL

The contractor represents that he is skilled and experienced in the use and interpretation of drawings and specifications such as those included in the bid documents for this contract. He has carefully reviewed the request for proposal, and has carefully examined the site of the work and, from his own observations, has satisfied himself as to the nature and location of the work; the character, quality and quantity of materials; the difficulties likely to be encountered; and any other items which may affect the performance of the Work. He has based his proposal solely on these documents and observations, any issued addendums, and has not relied in any way on any explanation or interpretation, oral or written, from any other source.

4. EQUAL EMPLOYMENT OPPORTUNITY

During performance of this contract, Contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, notice advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules,

regulations, and order of the Secretary of Labor pursuant thereto, and will permit access to his books, records and accounts by the Department of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

5. Not Barred: The Contractor by submitting its bid certifies that the Contractor is not barred from bidding on the contract as a result of a conviction for either bid-rigging or bid-rotating. 720 ILCS 5/33/E-11.
6. Drug Free Workplace: The Contractor by submitting its bid certifies that it will provide a drug free workplace and that it is in compliance with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 et. Seq.
7. Sexual Harassment Policy: The Contractor by submitting its bid certifies that it has (i) a written sexual harassment policy, (ii) a description of sexual harassment, utilizing examples; (iii) an internal complaint process including penalties; (iv) the legal resource, investigative and complaint process through the Illinois Department of Human Rights; (v) directions on how to contact the Department of Commission; and (vi) protection against retaliation for exercising rights under the policy in accordance with 775 ILCS 5/2-105(A)(4).

PROPOSAL FORM SIGNATURES

The Corporate Seal of

(Contractor - print the full name of your firm)
was hereunto affixed in the presence of:

(Authorized signing officer Title)

(Seal)

(Authorized signing officer Title)

(Seal)

If the Proposal is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF DOCUMENT

AGREEMENT FORM - AIA

1.1 SUMMARY

- A. Document Includes:
1. Contract Agreement.

1.2 CONTRACT AGREEMENT BETWEEN OWNER AND CONTRACTOR

A. THIS AGREEMENT, made and entered into as of the _____ day of _____ in the year of Two Thousand and _____ by and between _____ hereinafter and in the Contract Documents called "Contractor" and the **City of Hillsboro**, hereinafter and in the Contract Documents called "Owner."

B. WITNESSETH: That for and in consideration of the mutual covenants and agreements, hereinafter stated, Contractor and Owner covenant and agree as follows:

C. THE CONTRACT WORK:

1. Contractor covenants and agrees to furnish all labor, materials, equipment, transportation, construction plant and facilities necessary to perform all Work required by the Contract Documents, for the Project entitled:

- a. LAKE HILLSBORO WATER LEVEL CONTROL
CITY OF HILLSBORO
HILLSBORO, MONTGOMERY COUNTY, ILLINOIS

as shown on Drawings and described in Specifications prepared by Hurst-Rosche, Inc., acting as, and in these Contract Documents referred to as Architect/Engineer and covenants and agrees to do and perform all acts and things required of Contractor by this Contract and the Contract Documents.

D. TIME OF COMPLETION:

1. Work performed under this Contract shall be commenced on date stipulated in written Notice to Proceed and subject to authorized adjustments, work at the site may begin 08/08/2022, Substantial completion shall be achieved no later than 10/01/2022.

E. CONTRACT SUM AND TERMS OF PAYMENT:

1. Contract Sum: The Owner, if Contractor shall faithfully fulfill and perform this Contract, covenants and agrees to pay Contractor in current funds, subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of _____ Dollars (\$ _____), which sum shall constitute the Contract Sum, said Contract Sum being derived from Contractor's Bid dated _____. It is

understood and agreed that should there be any increase in wage rates, or in cost of materials or equipment, or in any other of Contractor's costs or should Contractor be compelled to pay premium wages, or for overtime work, during the life of this Contract and/or prior to completion of Contractor's work thereunder, Contractor shall absorb all such increased costs, without addition to the Contract Sum except when otherwise expressly provided in Contract Documents.

2. Payments: Owner shall make payments for work performed under the Contract as provided in Article Nine of the General Conditions and in accordance with other applicable articles of the Supplementary Conditions and Contract Documents.
3. Contractor's Fees for Changes in Work: In accordance with Contractor's bid, it is agreed that the following percentages for overhead and profit shall be applied on work added to or omitted from the Contract by written Change Order approved by Architect and Owner in advance of performance of the work.

Additional Work performed by:

- | | |
|---------------------------|--------------------------------|
| 1. Own Forces <u>15</u> % | 2. Subcontractors <u>7.5</u> % |
|---------------------------|--------------------------------|

Omitted Work originally required by:

- | | |
|---------------------------|--------------------------------|
| 1. Own Forces <u>15</u> % | 2. Subcontractors <u>7.5</u> % |
|---------------------------|--------------------------------|

F. CONTRACT DOCUMENTS:

1. Contract Documents include the Contract Agreement, Contractor's Bid as accepted by Owner, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract Agreement.
2. Bidder's attention is directed to the fact that all Federal and Illinois State Laws, municipal ordinances and regulations of any and all authority having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Successful Bidders shall be required to comply with 777 ILCS 10 concerning equal employment opportunities; comply with 30 ILCS 570 concerning the employment of citizens of the State of Illinois; comply with 820 ILCS 265 concerning substance abuse prevention on public works projects; and comply with 820 ILCS 130 concerning prevailing wages.

G. ILLINOIS LABOR:

Contractor shall comply with all Illinois statutory requirements regarding labor, including, but not limited to, the following:

1. Illinois Public Act 77-1552 and Chapter 48, Sections 39S-1 through 39S-12 of the Illinois Revised Statutes regulating wages of laborers, mechanics and other workers employed in any public works and known as the "Prevailing Wage Act,"

which provides in part that all laborers, mechanics and workers performing work under the Contract shall be paid not less than the prevailing rate of wages as determined by the Illinois Department of Labor.

- 2. Illinois Public Act 83-1472, Article 2 and Chapter 48, Sections 2201 through 2207, 1984 of the Illinois Revised Statutes pertaining to hiring of Illinois labor and known as the "Illinois Preference Act."
- 3. "Illinois Human Rights Act of 1980," Chapter 68, Illinois Revised Statutes, and the Rules and Regulations, Title 44, Section 750 of the Illinois Administrative Code, Illinois Department of Human Rights; pertaining to equal employment opportunity.

H. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

- 1. Within ten (10) days immediately following date of his receipt of this contract, Contractor shall furnish Owner the signed Contract and Performance Bond and Labor and Material Payment Bond as required by and in accordance with the terms of Contract Documents in a penal sum of one hundred percent (100%) of the Contract sum.
- 2. In the event Contractor fails to furnish Owner such Contract and Bonds within said period, this Contract shall thereupon become null and void at Owner's option, exercised by written registered notice and mailed to Contractor by said Owner within five (5) days thereafter. Owner may then retain and enforce as liquidated damages, bid guarantee heretofore deposited with it in connection with Contractor's proposal for this Contract or the difference between his bid and a subsequent awarded bid, whichever is lesser.

I. IN WITNESS HEREOF, the parties hereto have executed this agreement as of the day and year first written above.

OWNER:

CITY OF HILLSBORO

BY _____

TITLE _____

CONTRACTOR:

Attest:

BY _____

Secretary

(Corporate Seal)

BY _____

TITLE _____

END OF DOCUMENT

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Schedule of values.
- B. Applications for payment.
- C. Change procedures.
- D. Defect assessment.

1.2 SCHEDULE OF VALUES

- A. Submit printed schedule on AIA Form G703 - Continuation Sheet for G702.
- B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- C. Format: Identify each line item with number and title of major work Section. Identify site mobilization, bonds and insurance.
- D. Include in each line item, amount of Allowances specified in this section.
- E. Each line item shall be broken out to represent labor and materials cost separately.
- F. Include separately from each line item, direct proportional amount of Contractor's overhead and profit.
- G. Revise schedule to list approved Change Orders, with each Application For Payment.

1.3 APPLICATIONS FOR PAYMENT

- A. Submit copies of each application on AIA Form G702-Application and Certificate for Payment. Apply 10% retainage.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Submit updated construction schedule with each Application for Payment.
- D. Payment Period: Submit applications for payment to Architect/Engineer for processing no later than 7 days prior to date established for progress payment meeting.
- E. Submit lien waivers.
- F. Substantiating Data: When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:

1. Partial release of liens from major subcontractors and vendors.
 2. Affidavits attesting to off-site stored products.
 3. Construction progress schedules, revised and current.
- H. Application for Progress Payment No. 1 shall be accompanied by a notarized statement on Contractor's letterhead as follows:
1. I certify that the funds requested for the accompanying Pay Request No. 1 will be used to pay all just and lawful bills against the undersigned and his subcontractors for labor, material and equipment employed in the performance of the work. I further certify that such bills will be paid no later than ten (10) calendar days from date of receipt of the Owner's disbursement.
 2. Execute statement with signature of a responsible officer of contracting firm.
- I. Each subsequent application for progress payment shall be accompanied by the following supporting documents:
1. Partial or final waivers of lien in monetary amount from Contractor, each material supplier and/or subcontractor reflecting amounts incorporated into preceding request for progress payment.
 2. A notarized Affidavit of Payment to Material Suppliers and Subcontractors.
 - a. Affidavit shall be submitted, signed by Contractor or Subcontractor.
 - b. Include unit item, actual amount of contract without overhead or profit, amount paid to date, and amount to become due (balance of account).
- J. Progress payments will be made for materials and equipment not incorporated in the work provided that:
1. Such materials and equipment have been delivered to and suitable stored at site or some other location approved in writing by Owner and Architect/Engineer. All such materials stored off-site shall be marked or tagged with identification of project to which they are assigned.
 2. Contractor submits evidence of title to such materials and equipment.
 3. Care and custody of such materials and equipment and all costs incurred for movement and storage shall be responsibility of Contractor.
 4. Such materials and equipment are suitably insured by Contractor. Contractor shall submit a certificate of insurance showing the Owner as an additional insured and showing amount of insurance coverage of suitable proof that material and equipment are stored in a bonded warehouse.
- K. Refer to Section 01 70 00 for submittal requirements for application for final payment and related closeout procedures.

1.4 CHANGE PROCEDURES

- A. Submittals: Submit name of individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. The Architect/Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions in writing.

- C. The Architect/Engineer may issue a Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change and the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within seven days.
- D. Contractor may propose changes by submitting a request for change to Architect/Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on Work by separate or other Contractors.
- E. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for Change Order as approved by Architect/Engineer.
- F. Architect/Engineer may issue directive, on Hurst-Rosche, Inc. Change Order form signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- G. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Architect/Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- H. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- I. Document each quotation for change in cost or time with sufficient data to allow evaluation of quotation.
- J. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- K. Correlation Of Contractor Submittals:
 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
 2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
 3. Promptly enter changes in Project Record Documents.

1.5 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.

- B. If, in the opinion of the Architect/Engineer, it is not practical to remove and replace the Work, the Architect/Engineer will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Architect/Engineer.
- D. Defective Work will be partially repaired to instructions of Architect/Engineer, and unit sum/price will be adjusted to new sum/price at discretion of Architect/Engineer.
- E. Authority of Architect/Engineer to assess defects and identify payment adjustments, is final.
- F. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from transporting vehicle.
 - 4. Products placed beyond lines and levels of required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected products.

END OF SECTION

SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Project record documents.

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.
- B. Provide submittals to Architect/Engineer required by authorities having jurisdiction.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Provide a notarized Affidavit for Final Completion, signed by Contractor.

1.3 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
- B. Store record documents separate from documents used for construction.
- C. Record information concurrent with construction progress, not less than weekly.
- D. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract drawings.
- E. Submit documents to Architect/Engineer with claim for final Application for Payment.

END OF SECTION