



**Request for Bids**

**Franklin County, Illinois Courthouse Abatement**

Pre-Bid Meeting: Thursday, April 9<sup>th</sup>, at Courthouse

Bid Submittal: 2:00pm, Thursday, April 23<sup>rd</sup>, 2020 at Campbell Building

**COUNTY OF FRANKLIN, ILLINOIS**

**COURTHOUSE**

100 Public Square  
Benton, Illinois 62812

**CAMPBELL BUILDING**

901 Public Square  
Benton, Illinois 62812

**April 1, 2020**

**Franklin County, Illinois Courthouse  
Abatement Package for Existing Courthouse  
NOTICE TO BIDDERS**

Sealed proposals marked "FRANKLIN COUNTY COURTHOUSE ABATEMENT BID" will be received by the Office of the County Board at the Campbell Building, 901 Public Square, Benton, IL 62812, until 2pm on Thursday, April 23rd; and at that time will be publicly opened and read aloud in the County Board Conference Room. The County Board will consider the contract for approval on April 4th, 2020.

Electronic copies of the bid documents can be obtained through the County's Owner Representative, Navigate Building Solutions, LLC. Please email requests for bid documents to [katie@navigatebuildingsolutions.com](mailto:katie@navigatebuildingsolutions.com). Upon receipt of your email, your company will be added to the plan holders list and you will be emailed a link to the bid documents.

All bidders must register with Katie Aholt at [katie@navigatebuildingsolutions.com](mailto:katie@navigatebuildingsolutions.com). Failure to register may result in failure to receive addendums, etc.

## **REQUEST FOR BIDS**

The County of Franklin, Illinois is accepting bids for the Abatement of the existing Franklin County Courthouse, located at 100 Public Square, Benton, IL 62812. A pre-bid walk through is highly encouraged prior to submission of bids. The walk through will be held on Thursday, April 9, 2020 at 11am. The purpose of the pre-bid will be to review existing conditions, to answer any questions bidders may have and to consider any suggestions that they may wish to make concerning the project.

Electronic copies of the bid documents can be obtained through the County's Owner Representative, Navigate Building Solutions, LLC. Please email requests for bid documents to [katie@navigatebuildingsolutions.com](mailto:katie@navigatebuildingsolutions.com). Upon receipt of your email, your company will be added to the plan holders list and you will be emailed a link to the bid documents.

Please direct all questions prior to submission of bids to Katie Aholt at Navigate Building Solutions: 636-359-8538 or [katie@navigatebuildingsolutions.com](mailto:katie@navigatebuildingsolutions.com) no later than 5:00 PM on April 16, 2020. If necessary, any bid addendum will be issued no later than 5:00 PM on April 20, 2020 to all plan holders.

**Please hand deliver proposals in a sealed envelope clearly marked as "Franklin County Courthouse Abatement Bid".**

**Bids are due no later than 2:00 PM on April 23, 2020 to the address below:**

The County of Franklin, Illinois  
ATTN: County Board, Gayla Sink Prather  
901 Public Square  
Benton, IL 62812

## **PROJECT DESCRIPTION**

The County of Franklin, Illinois is in the design development phase for a new County Courthouse, located at 100 Public Square, Benton, Illinois 62812. The existing facility is a 3-story building with partial basement (Floor 01, Floor 02, and Floor 03, Level 03) with a total square footage of approximately 15,000 GSF. Phase 1 of this project calls for the abatement of the existing hazardous materials throughout the building as identified in the Asbestos Inspection report completed by Summit Environmental Services, Inc. dated September 17 – October 8, 2019.

## **BID SUBMITTAL**

Bids must be submitted on the forms provided and signed by an authorized offices of the company. No partial or incomplete bids will be accepted. Clarification letter and unit price list must accompany the bid.

Bid submission shall include a list of the Contractor's unit prices to be used in the event that additional abatement needs are uncovered during the base bid abatement process.

## **BID BOND**

No bid bond is required for this scope of work.

## **PAYMENT OF WAGES**

It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works. Prevailing wage rates can be found on the Illinois Department of Labor website:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>

## **PROJECT LABOR AGREEMENT (Bid amounts over \$50,000)**

The contract will be awarded to the lowest responsible and eligible bidder complying with the conditions and requirements provided in these instructions, the bid forms and other bid documents. A "responsible" bidder is a bidder demonstrably possessing the skill, ability, and integrity necessary to faithfully perform the work called for by the contract, based upon a determination of competent workmanship and financial soundness. An "eligible" bidder is a bidder who is not debarred from bidding under any applicable law, and who shall verify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the project. In the interest of such harmony, the long-term supply of skilled manpower, and to provide a legally enforceable means of assuring labor stability and labor peace over the life of the project, each successful bidder and any and all levels of subcontractors, as a condition of being awarded a contract or subcontract, shall be required to enter into a Project Labor Agreement for the Franklin County Courthouse Abatement Project with the Egyptian Building and Construction Trades Council, AFL-CIO, and its affiliated unions for the development and Construction of the Project, and will be bound by the provisions of the Agreement in the same manner as any other provision of the contract.

## **CONTRACT BOND AND CERTIFICATES OF INSURANCE**

Upon award of contract, the successful contractor shall, within ten working days, file with the County a payment bond and a performance bond in the amounts of 100% of the contract amount.

The contractor agrees that he shall and will indemnify, hold harmless and defend the Owner, his agents, servants and employees from and against any and all losses, damages (by judgment or settlement), charges and expenses (including reasonable attorney's fees), which they or any one or more of them may incur or sustain by reason of any claims or causes of action for personal injury or injuries, including death, to any person or persons whomsoever (including the officer, agents, servants or employees of the Contractor or of any subcontractor) including but not limited to such claims or causes of action arising out of, or in any way connected with, or occasioned by the work performed by the Contractor or subcontractors, their respective agents, servants or employees under or pursuant to this contract.

Without limiting his liability under this contract, the Contractor shall procure and maintain at his expense during the life of this contract insurance of the types and in the minimum amounts stated below:

Standard requirements are as follows:

- a) Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence / \$2,000,000 general aggregate written on an occurrence basis.
- b) Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by contractors with a combined single limit of \$1,000,000 minimum.

- c) Workers Compensation insurance with statutory limits required by any applicable Federal or State Law and Employers Liability Insurance with minimum limit of \$1,000,000 per accident.
- d) In those cases when a general liability policy has an annual aggregate limit, the aggregate limit should not be less than 2 times the per occurrence limit, or \$2,000,000.
- e) Indicate ability of the Firm to provide Professional Liability coverage in the amount of \$3,000,000.

The Comprehensive Liability Policy shall include blanket contractual liability coverage or a contractual liability endorsement covering the liability assumed by the Contractor under this agreement with limits not less than those specified in sub-paragraph a) hereof. The certificates of insurance to be furnished hereunder shall reflect such coverage. The Owner and the Owner's Representative shall be listed as additional insured on the policy.

Said insurance shall be written by a company or companies licensed to do business in the State of Illinois and satisfactory to the Owner. Before commencing any work hereunder, certificates evidencing the maintenance of such insurance shall be furnished to the Owner and shall contain the following statement:

Insurance evidenced by this certificate will not be canceled or altered except 30 days after receipt by the Owner of written notice thereof.

Contractors shall not subcontract the performance of any part of the work without requiring the subcontractor to procure and maintain insurance in the forms and amounts approved by the Owner.

#### **CONTRACTOR'S RESPONSIBILITY**

Nothing in these specifications shall be construed as placing the work under the specific direction or control of the Owner or relieving the Contractor from his/her liability as an independent contractor and, as such, he/she shall be solely responsible for the method, manner and means by which he/she shall perform his work, including, but not limited to supervision and control of his/her own personnel, and scheduling of the work required to insure its proper and timely performance and he/she shall exercise due care to prevent bodily injury and damage to property in the prosecution of the work.

Until the work is accepted, it shall be in the custody and under the charge and care of the Contractor, and he/she shall take every necessary precaution against injury or damage to the work by the action of all the elements, or from any other cause whatsoever. The Contractor shall restore and make good at his/her own expense all injuries or damages to any portion of the work before its completion and acceptance. Issuance of any estimate or partial payment to the Contractor for any part of work done will not be considered as final acceptance of any work.

The Contractor agrees to assume and shall have full and sole responsibility for compliance with all Federal, State or Municipal laws and regulations in any manner affecting the work to be performed by the Contractor or subcontractors, including, without limiting the generality of the foregoing, the laws of the State of Illinois relating to the "Safety of Construction Works in Certain Cities," as amended or as may be amended.

#### **PROSECUTION OF WORK**

The Contractor shall give his/her personal attention to the work while in progress and shall provide a competent and reliable superintendent at all times who shall have full authority to act for him/her.

Any discrepancies or questions pertaining to the extent of the work shall be submitted immediately to the Owner's Representative.

If the Contractor fails to begin the work within the time specified, or fails to perform the work with sufficient workmen and equipment or performs his work unsuitably or neglects or refuses to remove materials or perform anew such work as has been rejected as defective and unsuitable, or discontinues the prosecution of the work, or for any other cause whatsoever does not carry on the work in an acceptable manner, or if the Contractor becomes insolvent or declares bankruptcy, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, the County shall give notice in writing, by registered mail, to the Contractor and surety of such delay, neglect, or default.

If the Contractor and his surety after such notice, does not proceed to properly prosecute the work within ten (10) days, the County shall have full power and authority, at the County's option and without violating the contract or bond, to take over the completion of the work, to appropriate or use any or all materials and equipment on the ground that may be suitable and acceptable, or to enter into agreements with others for the completion of said contract according to the terms and provisions thereof, or to use such other methods as may be required for the completion of said contract in an acceptable manner. For all costs and charges incurred by the Owner, together with the cost of completing the work under the contract, the Contractor and his surety shall be liable and such costs may be deducted from any monies due, or which may become due the Contractor.

In case the expense so incurred by the County for work equal in quality and quantity to that required of the Contractor hereunder, is less than the sum which would have been payable under the Contract if it had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense for work equal in quality and quantity to that required of the Contractor hereunder, exceeds the sum which would have been payable under the contract, the Contractor and his surety shall be liable and shall pay to the County the amount of said excess. Failure of the County to take action as stipulated above shall not relieve the Contractor and surety of their obligations.

#### **SCHEDULE**

All work awarded shall be completed prior to July 3rd, 2020. Work shall commence upon issuance of a Notice to Proceed or Executed Contract, whichever is issued first.

#### **PAYMENT**

Final payment shall not relieve the Contractor of responsibility for faulty materials or workmanship and he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance.

#### **LIQUIDATED DAMAGES**

Liquidated damages will be assessed at \$500/day for each calendar day past July 3, 2020 that Final Air Clearance is not received.

**SCOPE OF WORK**

The Owner’s Representative (OR) referred to below is Navigate Building Solutions, LLC. The Owner referred to below is the County of Franklin, Illinois. The Contractor referred to below is the Abatement Contractor. This bid package includes, but is not limited to, the following:

- Abatement of hazardous materials as identified in the “Asbestos Inspection for Franklin County at the Franklin County Courthouse, 100 Public Square, Benton, Illinois” as prepared by Summit Environmental, Services, Inc. dated September 17 – October 8, 2019
- 3<sup>rd</sup> Party air monitoring services during all abatement operations.

Contractor shall be responsible to maintain scheduled items for the Contractor’s work as included in the project master schedule below. Contractor shall reference contract drafts provided in the bid documents. Contractor shall read and agree to these documents as part of the bid process.

1. Upon execution of this contract, this contractor must submit to the OR a detailed critical path baseline construction schedule outlining each construction activity and phase. This schedule must fall within the master project schedule outlined below and be submitted no later than ten (10) days following execution of the contract. Contractor is required to provide updated work schedules on a weekly basis. Contractor’s detailed activity schedule/critical path schedule shall adhere to the master project schedule. Should the Contractor fall behind schedule by more than 5 working days due to the fault of this Contractor, the Contractor shall provide a recovery schedule to the OR within 5 days of request by the OR.

**Project Master Schedule/Milestone Dates:**

---

1)	Request for Bids	April 1, 2020
2)	Pre-Bid Walk Through	April 9, 2020
3)	Bid RFI’s Due	April 16, 2020
4)	Bid Addenda Issued (if necessary)	April 20, 2020
5)	Receipt of Bids	April 23, 2020
6)	Evaluation & Recommendation to the Board	May 4, 2020
7)	Board Approval of Contractor	May 4, 2020
8)	Notice to Proceed	May 5, 2020
9)	Executed Contract & Insurance Due	May 15, 2020
10)	Mobilization	May 18, 2020
11)	All-Clear Letter, Final Air Clearance Received	July 3, 2020
12)	Owner Turnover	July 6, 2020

2. Provide all supervision, labor, tools, equipment and materials to complete the work.
3. The Contractor shall follow all Illinois Department of Public Health and EPA requirements, including but not limited to:
  - a. Workers who manage or abate asbestos in schools, commercial, or public buildings must be trained and licensed.
  - b. Contractors are responsible for conducting asbestos abatement projects. All contractors who conduct asbestos abatement projects must have insurance and are required to be licensed.
  - c. Supervisors are the Contractor’s designees on asbestos abatement projects and are responsible for ensuring that work is conducted in accordance with state and federal regulations.
  - d. Air Sampling Professionals are responsible for taking air samples to determine the airborne concentration of asbestos inside and outside the work area. The Air Sampling Professional conducts

aggressive clearance air monitoring at the end of asbestos abatement projects to ensure that the concentration of asbestos in the air is acceptable for reoccupation of the area.

4. Perform all freight, unloading, loading, distribution and hoisting of materials.
5. Perform all work in accordance with OSHA standards.
6. The Contractor will be responsible for making all notifications and obtaining all permits required by any applicable Authorities Having Jurisdiction (AHJ) for this scope of work.
7. The Contractor shall include a final "All Clear" report upon the completion of the work.
8. The Contractor is responsible for verifying that building power is adequate to perform the scope of work. Contractor will be responsible for all power necessary, including coordination of all work with the Owner Representative.
9. This Contractor shall provide all layout required to complete the work included in this Contractor's scope of work.
10. Review all drawings and specifications and accept responsibility for requirements, general notes, notes, specifications, and details as they relate to this scope of work.
11. Provide adequate dust control during construction work.
12. This Contractor shall furnish all dumpsters for the project and shall include cost to haul offsite and legally dispose of all construction rubbish and debris. Cleanup all rubbish and debris from site and building daily.
13. Bi-weekly meetings at the jobsite will be held with the Owner's Representative. This contractor's Project Manager and Superintendent to coordinate the abatement scope of work. The work of this contractor must be performed in accordance with the decision and schedules formulated at these meetings so as not to delay the work. The Contractor's Project Manager and Foreman/Superintendent must be present at these meetings.
14. Provide final cleaning of project area and travel path (including stairwells and elevators) at the completion of the project.
15. Provide temporary protection labor and material. Contractor to maintain this until all this contractor's work is complete. Once all the work has been completed this contractor will remove and dispose of the temporary protection. Any damage to exposed floors that requires remediation prior to installation of finished surface will be at the expense and responsibility of this Contractor.
16. Contractor to furnish first aid and safety supplies as needed.
17. This Contractor is responsible for securing the building with temporary or permanent measures at the close of every day.
18. Contractor responsible for any coordination of staging or relocation for materials after initial unloading.
19. Contractor to maintain proper SDS sheets for all materials utilized by this Contractor (and its subcontractors) in a central location on site per OSHA standards. Site Specific Safety Plan shall be completed and kept on site at all times.
20. This Contractor to broom clean all floors at least once a week to ensure housekeeping stays up to par.
21. No tobacco use is allowed on the project.
22. Immediately upon award this contractor shall submit a proposed logistics plan for review. The Owner, OR, and Contractor will meet to review and discuss site logistics and finalize an agreed upon plan of action for quality control, site logistics and construction parking.
23. This contractor will be responsible for submitting daily logs containing the number of workers, equipment, work accomplished, daily weather, deliveries, visitors to the site, any inspections passed or failed, problems encountered, and other relevant data as may be required. Contractor's daily reports should also include photographs of work in progress.
24. Construction work shall only be allowed during the following hours: 7AM – 5PM (Monday thru Friday)
25. Construction work to be done on the weekends requires prior written approval from the Owner. Request for weekend work must be submitted in writing by 3PM on the Wednesday prior to the weekend.
26. The Contractor and all sub-contractors are required to stay within the limits of construction. No equipment, material, vehicles, personnel, etc. are allowed outside the limits of construction. See attached Project Boundaries plan.



## **ATTACHMENTS**

1. Bid Form
2. Resolution Supporting the Egyptian Building and Construction Trades Council Regarding Contractor and Employee Relationships
3. Instructions to Bidders for PLA Projects and Project Labor Agreement
4. Draft Contract for Abatement Services between the Contractor and Owner
5. Prevailing Wage Rates
6. Asbestos Inspection Report by Summit Environmental Services, Inc.
7. Project Boundaries Plan

**BID FOR  
THE COUNTY OF FRANKLIN, ILLINOIS  
ABATEMENT OF 100 PUBLIC SQUARE, BENTON, IL 62812**

Submitted by \_\_\_\_\_

To the COUNTY OF FRANKLIN:

Pursuant to information in the Notice to Bidders, dated April 1, 2020, the undersigned proposes to furnish all labor, materials, equipment and incidentals necessary to perform all work required by the County of Franklin, Illinois in strict accordance with the Contract Documents, including such addenda as are acknowledged in this proposal, within the dates established by the Request for Bid.

The undersigned bidder declares that he has carefully examined the site of the work, made himself/herself thoroughly familiar with the contract Documents, and satisfied himself/herself as to the conditions under which he will be obliged to operate in performing the work that will in any manner affect cost of the work.

As full compensation for the performance of the work in the manner described, the undersigned agrees to accept payment on the basis of his lump sum bid.

The price on the attached Bid Form includes all costs for insurance, performance bond, permits, inspection fees, and any applicable taxes, all of which are to be paid by the Contractor.

The undersigned agrees to cooperate with employees of the County or other parties that may be engaged in work at the site from time to time during the contract period.

This proposal shall be binding on all heirs, administrators, executors, successors and assigns.

**TO:** The County of Franklin, Illinois  
ATTN: Gayla Sink Prather  
901 Public Square  
Benton, IL 62812

**FROM:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder acknowledges receipt of the following Addenda: \_\_\_\_\_

By submitting its Bid, Bidder acknowledges:

1. Bidder has received, read and understands the bidding documents and the Bid is made in accordance therewith.
2. Bidder has visited the site and is familiar with the local conditions under which the Work is to be performed and has correlated such observations with the requirements of the Contract Documents/Work Plan.
3. Bidder agrees to perform this Work utilizing Prevailing Wage Rates.
4. Bidder and any and all levels of subcontractors, agree as a condition of being awarded a contract or subcontract, to enter into a Project Labor Agreement for the Franklin County Courthouse Abatement Project with the Egyptian Building and Construction Trades Council, AFL-CIO if the bid value is over \$50,000.
5. The Bidder agrees:
  - A. To hold open the Bid for ninety (90) working days from the bid open date.
  - B. To enter into, and execute a contract, if awarded, on the basis of this Bid, and to provide certificates as required.
  - C. Provide a 100% Performance and Payment Bond prior to execution of the Contract. The cost of this bond shall be included in the lump sum price of the bidder's proposal.
  - D. To supply all materials and equipment necessary to complete this Work.
  - E. To complete all notifications required and file within three days of contract award.
  - F. Accomplish the Work in accordance with the Contract Documents/Scope of Work.
  - G. To substantially complete the Work within the specified number of calendar days from issuance of Notice to Proceed, but in no event, greater than the number of calendar days specified in this Bid Form. The Contractor further agrees to furnish such manpower, material, facilities and equipment and to work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to assure the execution and completion of the Work in accordance with the Contract Documents/Scope of Work. If the Work in progress falls behind schedule, and it becomes apparent that Work will (or may) not be completed within the Contract Time, the Contractor agrees that it will, as necessary, take some or all of the following actions at no additional cost to the Owner to improve its progress:
    - i. increase manpower in sufficient quantity to make up lost time;
    - ii. increase the number of working hours per shift, shifts per working day, working days per week, or the amount of equipment, or any combination of the foregoing sufficiently to substantially eliminate, in the opinion of the Owner the backlog of Work; and/or
    - iii. reschedule activities to achieve maximum accomplishment of activities.

6. **LUMP SUM BIDS:** Lump sum bids for the 100 Public Square –Abatement, as outlined in the Contract Documents is being requested. This work is scheduled to be performed in one phase. See the attached documents for approximate abatement for this facility. The Scope of Work is for the proper removal, disposal and cleanup of hazardous materials identified in the report issued by Summit Environmental Services, Inc. dated September 17 – October 8, 2019.

**Bidders are responsible for removal/demo of any materials and equipment necessary to fully removal all hazardous materials.**

**Bidders must verify actual quantities and conditions.**

Lump Sum Bid – (express amount in both words & figures for abatement and 3<sup>rd</sup> party air monitoring)

\$ \_\_\_\_\_ Dollars and  
 \_\_\_\_\_ Cents (\$ \_\_\_\_\_.)

Number of working days needed to complete the above Scope of Work, if the work can be completed in less days than what is shown. There will be no increase in price if the work can be completed in fewer days.

Number of working days to complete: \_\_\_\_\_

7. **UNIT PRICES:** Indicate on the lines below those unit prices to determine any adjustment (add and deduct) to the contract price due to changes in the work performed under this Contract. The unit prices shall include the furnishing of all labor and materials, cost of all items, and overhead and profit for the Contractor, as well as any Subcontractor involved.

<u>WORK</u>	<u>PRICE</u>	<u>UNIT</u>
Removal and Disposal of ACM Floor Tile and ACM Mastic	\$ _____ /	Square Foot
Removal and Disposal of ACM Floor Tile Only	\$ _____ /	Square Foot
Removal and Disposal of ACM Flooring Mastic Only	\$ _____ /	Square Foot
Removal and Disposal of Pipe and Pipe Fitting Insulation (<4")	\$ _____ /	Linear Foot
Removal and Disposal of ACM Plaster Skim Coat	\$ _____ /	Square Foot
Removal and Disposal of ACM Roof Mastic	\$ _____ /	Square Foot
Mobilization/Demobilization	\$ _____ /	Trip

8. REFERENCES

List 3 entities with contact names for projects done within the last 2 years. Scope/Size similar to this scope of work.

Company/Municipality Address	Phone	Contact Name
_____		
_____		
_____		

EXECUTION OF BID

Name of Firm: \_\_\_\_\_

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

Bidder's Telephone Number: \_\_\_\_\_

Illinois Asbestos Abatement Contractor ID Number: \_\_\_\_\_

Certification Expiration Date: \_\_\_\_\_

Bid must be signed by a person or persons authorized to bind the bidder to a contract. Failure to complete the Bid Form may be cause for rejection of Bid.

9. ATTACHMENTS

- A.) Proposed landfill for asbestos waste
- D.) List of proposed subcontractors
- E.) Alternative Methods for Cost Reduction