

COUNTY of KANE
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Theresa Dobersztyn, C.P.M., CPPB
Director of Purchasing

719 S. Batavia Ave., Bldg. A, 2nd Floor
Geneva, Illinois 60134
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December 15, 2017

ADDENDUM 3

BID No. & Title: 02-018 SETTLERS HILLS CROSS COUNTRY COURSE

The attention of bidders is called to the following changes, clarifications and/or additions/deletions to the original bid document and they shall be taken into account in preparing the proposal and shall be part of the contract.

CLARIFICATION

1. Vendor shall reference to the attached Note for Addendum 3 for additional information, bid requirements, instructions, and clarifications to vendor questions.
2. (3) Additional revised drawings (see attachment)

CHANGE

1. OFFER TO CONTRACT FORM

Attached please find the revised bid item schedule. Please note, that we have consolidated bid items 45, 46, and 47 into one (1) bid item; thus, Addendum 2 bid items 46 and 47 have been deleted, and the bid items that follow 45 have been renumbered accordingly.

Due to above specified changes, Vendor shall delete the original Offer to Contract Form (pages 40 – 43) and as specified via Addendum 2 (pages 1 – 2) from bid documents and replace with the revised/final Offer to Contract Form (pages 1 -5). Vendor shall use the revised/final Offer to Contract Form for their bid response.

Bid due date is December 21, 2017 at 3 p.m., please submit your bid response accordingly and confirm your receipt of Addendum 3.

Sincerely,
Tim Keovongsak, Buyer II
Kane County Purchasing Department

Notes for Addendum 3

Weaver Consultants
December 15, 2017

Bidder Questions

Question 1. Please clarify the Warranty duration required following the date of completion of the contract.

Response: The Warranty duration will be one year after completion of work.

Question 2. If an area calls for a certain quantity of fill by the grading plan, yet during placement, the landfill in that area settles, how are we to get paid for placing additional material in that area to get the surface up to grade?

Response: Construction staking is being revised to be by the Engineer. Payment for fill will remain as cubic yards in place. Work is intended to be completed in phases; thus, as noted on Sheet 10, Soil Erosion Control Plan, a maximum of 10 acres can be exposed at any one time. It is not the intent of the contract to place additional fill on completed embankment, even if such embankment settles. Rather, the intent is to adjust lines and grades to meet and blend into completed work. Thus, construction staking will be by the Engineer in order to provide a more efficient process to adjust grades to meet design intent, and meet the design target of approximately 200,000 cubic yards of embankment to be placed. The Contractor is expected to cooperate with the Engineer in adjusting grades to meet design intent and design requirements.

Question 3. When drilling new wells, trash will be taken out of the 36" borehole. What are we to do with the trash? If taken offsite, an MSDS for the trash needs to be provided so the landfill taking on this material can generate a manifest and quote accurately.

Response: Spoils or investigative derived waste from drilling new wells shall be transported off-site to an active and permitted landfill that will accept the waste. Disposal shall be in accordance with all local, State, and Federal regulations. The County does not have a Safety Data Sheet (SDS) for trash. Spoils will therefore need to be profiled and/or pre-approved by the active landfill. Profiling and pre-approval will be by the Contractor, and the associated costs should be considered as included in this pay item. The Bidders may assume that the spoilage is non-special and non-hazardous. If, during the Contractor's testing of the spoilage for disposal the non-special and non-hazardous assumption is shown to be incorrect, the County will negotiate an adjustment to the contract for this pay item.

Other questions received from bidders are not answered in this section; rather, the answers are incorporated into the addendum revision described below.

Retainage and Progress Payments

Add the following:

For all payments to the Contractor for the first 50 percent of the work completed a sum of 10 percent will be deducted and retained until completion of the entire work to the satisfaction of the County. After 50 percent or more of the work has been completed, remaining payments will be made without any further retention, provided that the amount retained is not less than 5 percent of the contract price.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the County determines that compliance has been achieved. Furthermore, progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c).

Retainage will be released with the final payment.

4.2 Survey Control Points.

Delete the following:

Survey control points will be set by the Engineer to establish the horizontal and vertical control required for construction of the various contract items of work. The Engineer will be responsible for the accuracy of the control points. The Contractor shall assume full responsibility for all dimensions and measurements taken or derived by the Contractor from control points set by the Engineer. Construction layout and staking shall be performed by the Contractor.

Add (replace with) the following:

Survey control points will be set by the Engineer to establish the horizontal and vertical control required for construction of the various contract items of work. The Engineer will be responsible for the accuracy of the control points and other lines and elevations set by the Engineer. The Contractor shall assume full responsibility for all dimensions and measurements taken or derived by the Contractor from control points set by the Engineer.

Delete the following:

The cost incurred by the Contractor in performing construction layout and staking shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

Add (replace with) the following:

The cost incurred by the Contractor in deriving dimensions and measurements from the control points set by the Engineer shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

Section 4.22 Gas Collection and Control System

Sections 4.22.2 and 4.22.3 are revised as follows.

4.22.2 Method of Measurement.

Delete the following paragraph:

Well drilling will be measured for payment in feet drilled. Well piping will be measured for payment in feet in place. Relocated wellheads and reinforced safety grates will be measured for payment in place as each.

Add (replace with) the following paragraph:

Well drilling will be measured for payment in feet drilled. Relocated wellheads and reinforced safety grates will be measured for payment in place as each. Well piping, washed rock, a bentonite seal, soil backfill, and all other items required to complete the work will not be measured and are considered included in the contract prices for the related items.

4.22.3 Basis of Payment.

Delete the following paragraph:

Well drilling and related work will be paid for as follows. The work will be paid for at the contract unit price per foot for WELL DRILLING. The work will be paid for at the contract unit price per lineal foot for LFG PVC PERFORATED PIPE, 8-INCH and LFG PVC SOLID PIPE, 8-INCH. The work will be paid for at the contract unit price per each for WELLHEAD, RELOCATED and REINFORCED SAFETY GRATE.

Add (replace with) the following paragraph:

Well drilling and related work will be paid for as follows. The work will be paid for at the contract unit price per foot for WELL DRILLING. The work will be paid for at the contract unit price per each for WELLHEAD, RELOCATED and REINFORCED SAFETY GRATE.

Bid Items

The bid item schedule has been revised to include the bid item revisions for the GCCS.

In addition, add the following:

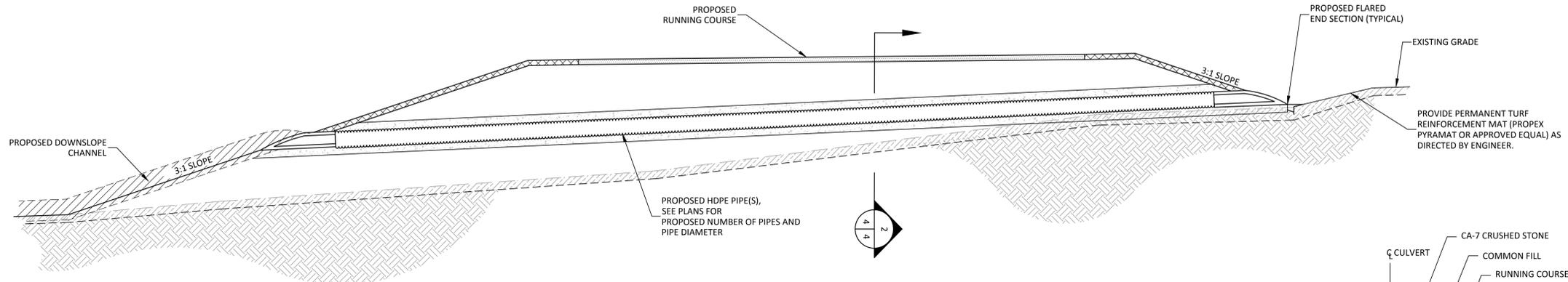
Whenever the quantity of any bid/pay item as given in the proposal shall be increased or decreased, payment shall be made on the basis of the actual quantity completed at the unit price for such pay item named in the proposal. Should any pay items contained in the proposal be found unnecessary for the proper completion of the work, the County or Engineer may, upon written order to the Contractor, eliminate such bid/pay items from the contract, and such action shall in no way invalidate the contract. When a Contractor is notified of the elimination of bid/pay items, the Contractor will be reimbursed for actual work done and all costs incurred, including mobilization prior to said notification.

Drawing Revisions

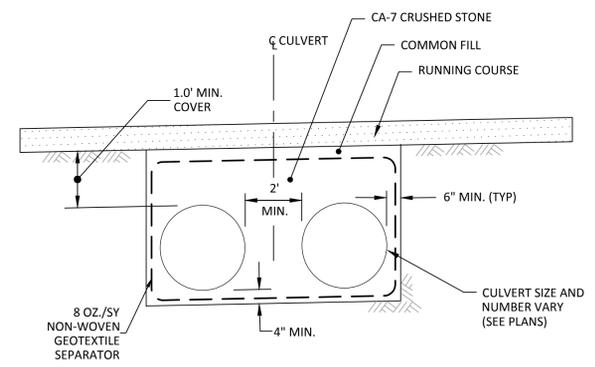
The following drawing revisions are included:

Sheet No.	Sheet Name	Revision Description
4	Typical Section	The following note has been added to Detail 5: "Provide Smooth Surface that Approximately Follows Existing Slope, Min. 1%".
18	Outlet Control Detail	Outfall pipe at DS 20: The 10 feet of 36" pipe from the inlet to the manhole has been revised to a 24" pipe, to match other details.
26	Cross Section	The overlapping text on the Station 4+00 cross section has been removed.

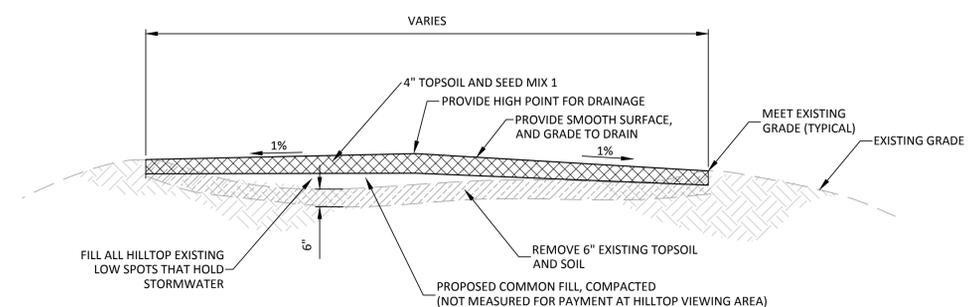
Sheets 25 through 49 are not being reissued to revise the title block to "Cross Sections", but should be considered as being titled "Cross Sections".



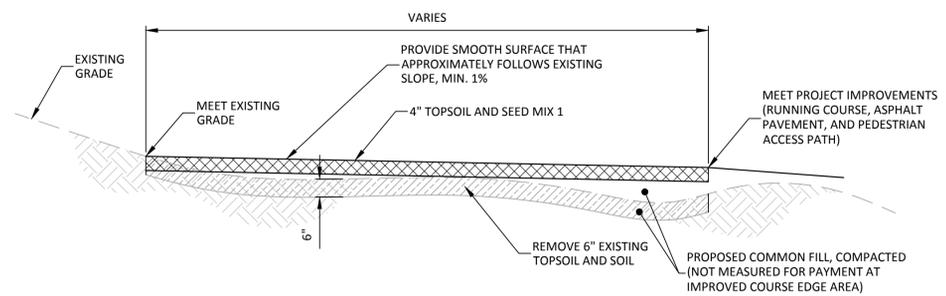
1 CULVERT TYPICAL PROFILE
SCALE: N.T.S.



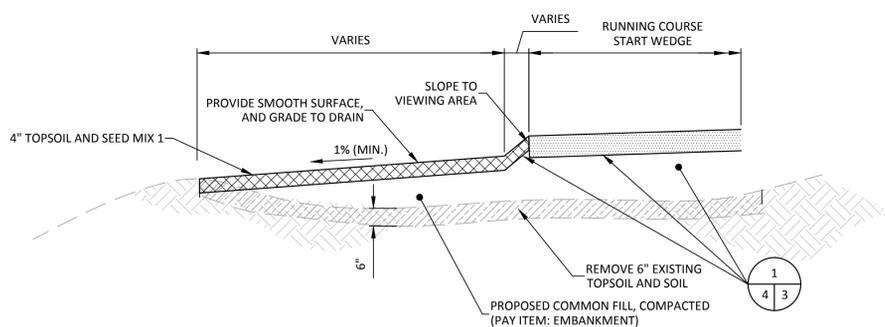
2 CULVERT TYPICAL SECTION
SCALE: N.T.S.



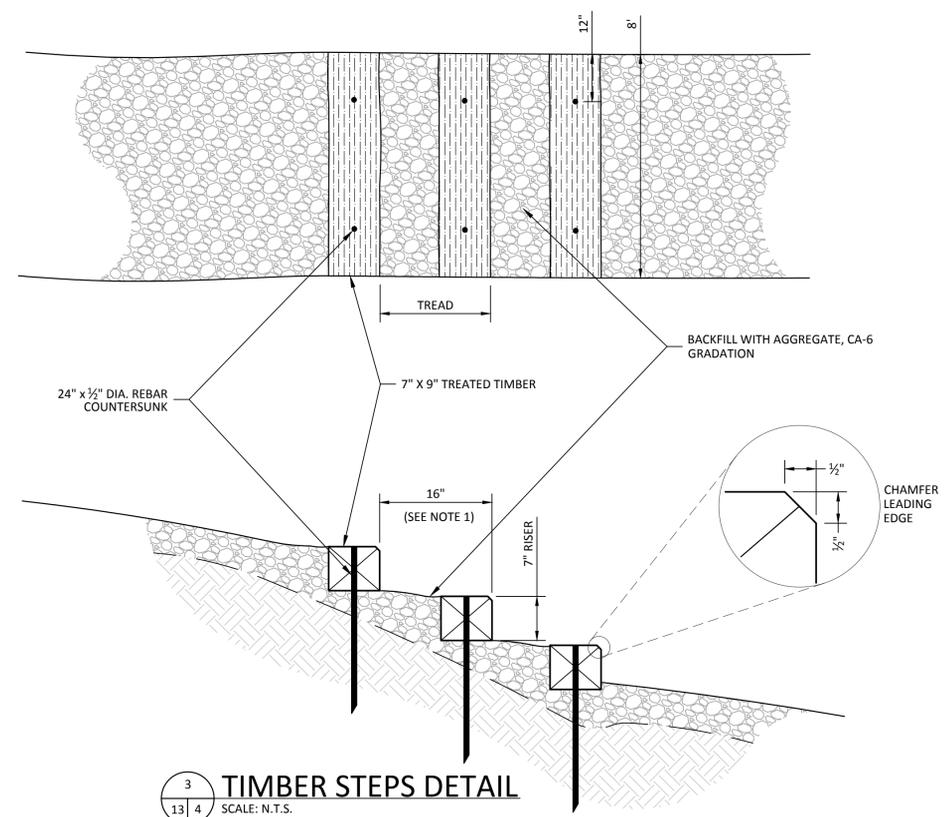
4 HILLTOP VIEWING AREA, TYPICAL SECTION
SCALE: N.T.S.



5 IMPROVED COURSE EDGE AREA, TYPICAL SECTION
SCALE: N.T.S.



6 START VIEWING AREA, TYPICAL SECTION
SCALE: N.T.S.



3 TIMBER STEPS DETAIL
SCALE: N.T.S.

- NOTE:
- TREAD LENGTH SHALL BE 16". WHERE FLATTER EXISTING SLOPES REQUIRE ADDITIONAL TREAD LENGTH, THE MINIMUM TREAD LENGTH SHALL BE 36"
 - TREAD LENGTH SHALL BE ADJUSTED TO FIT SLOPE OF HILLSIDE.
 - TIMBERS SHALL BE PLACED ON WELL-COMPACTED SUBGRADE.
 - TIMBERS SHALL BE TREATED WOOD. TREATMENT SHALL BE NON-TOXIC.

No.	DATE	REVISION DESCRIPTION
1	11/15/2017	ISSUED FOR BID
2	12/15/2017	ADDENDUM 3

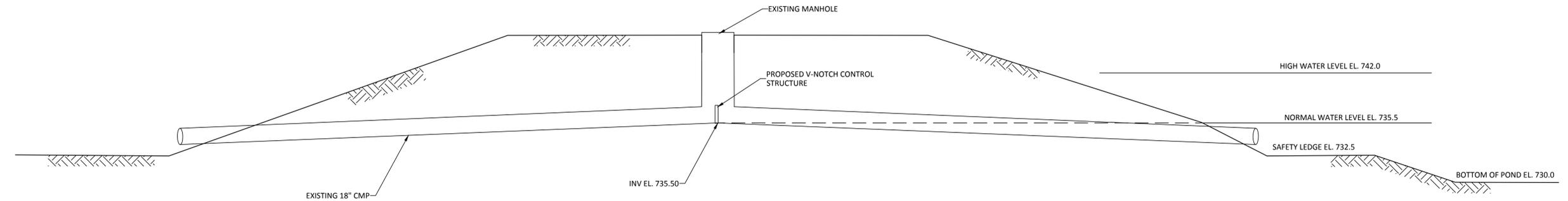
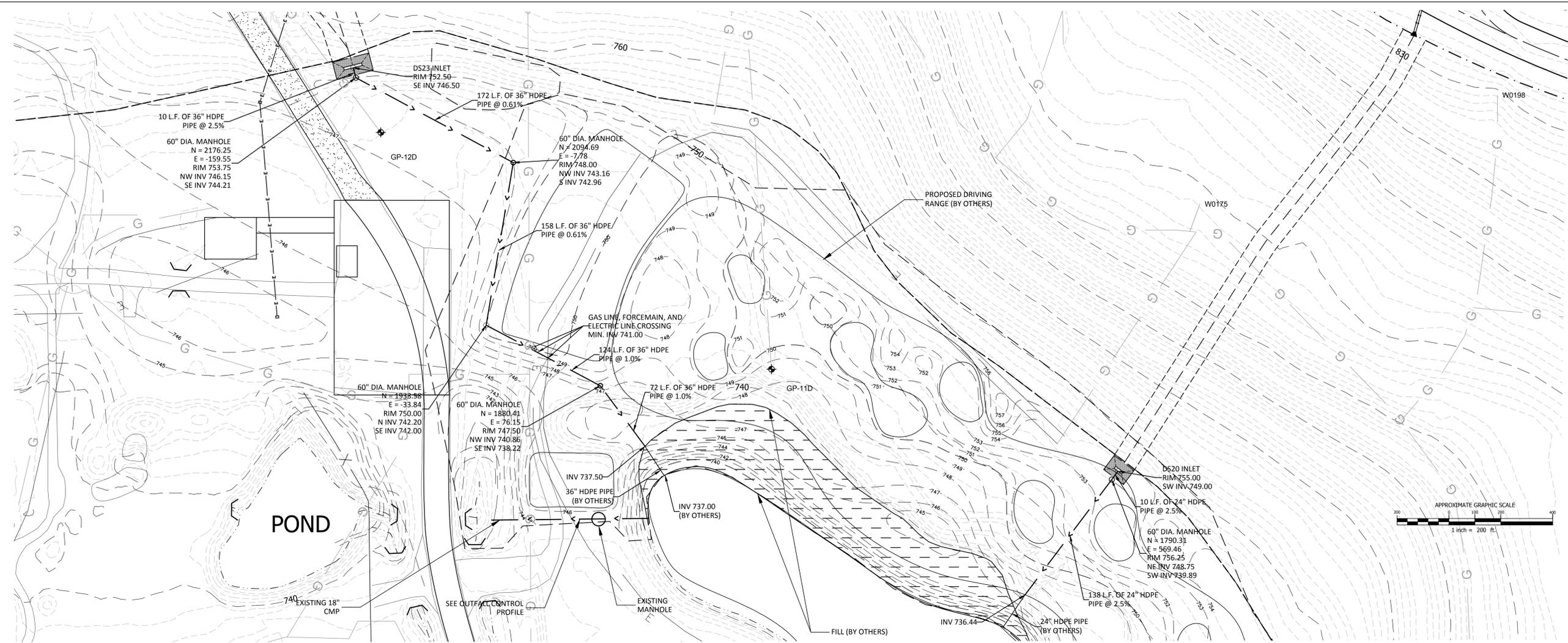
NO.	DATE	REVISION DESCRIPTION
1	11/15/2017	ISSUED FOR BID
2	12/15/2017	ADDED BUD 3



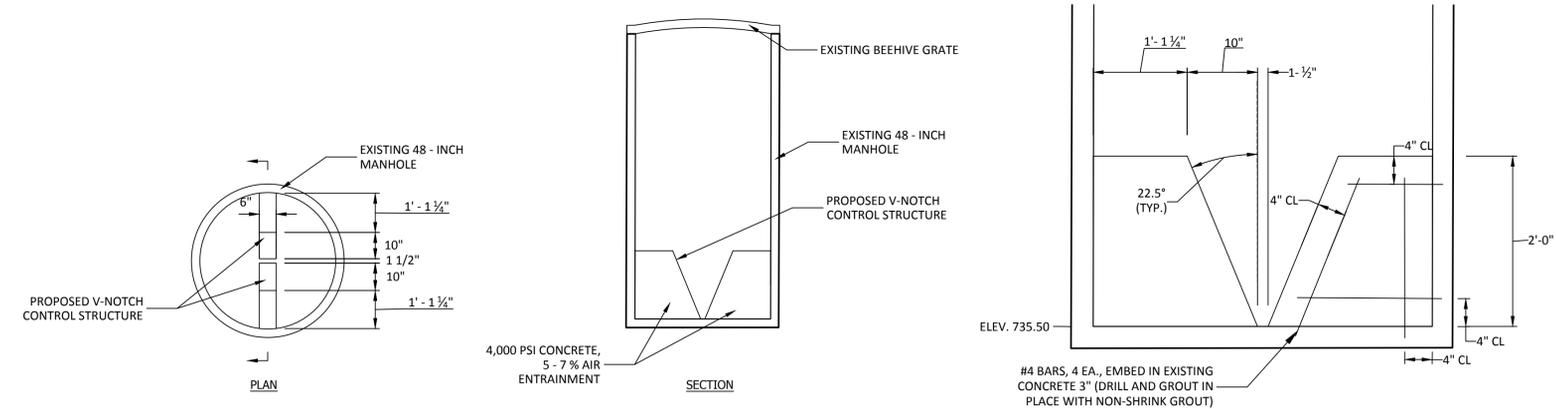
WEAVER CONSULTANTS GROUP
35 EAST WACKER DRIVE
CHICAGO, ILLINOIS 60601
(312) 922-1030
www.wcgrp.com

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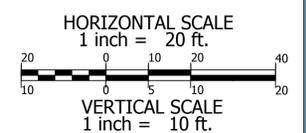
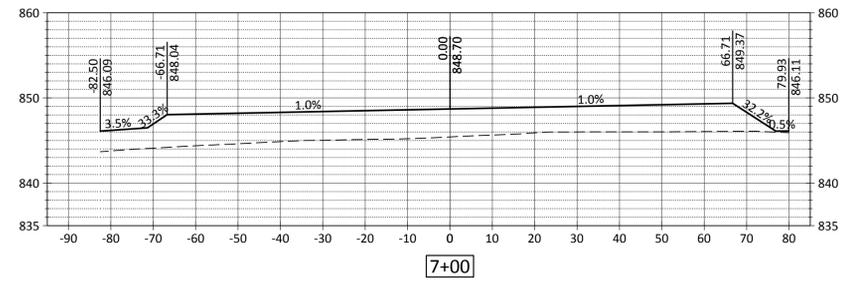
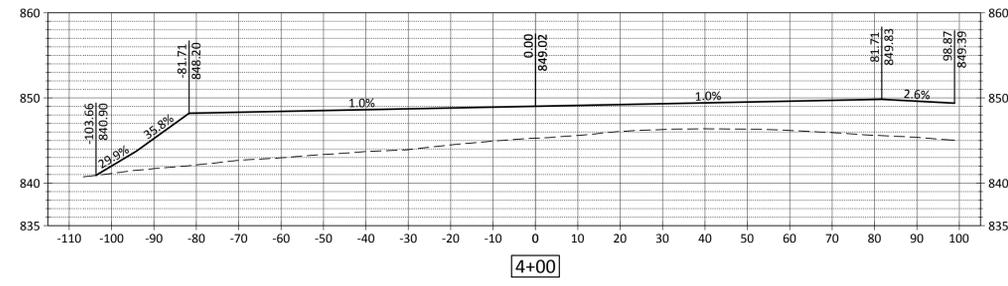
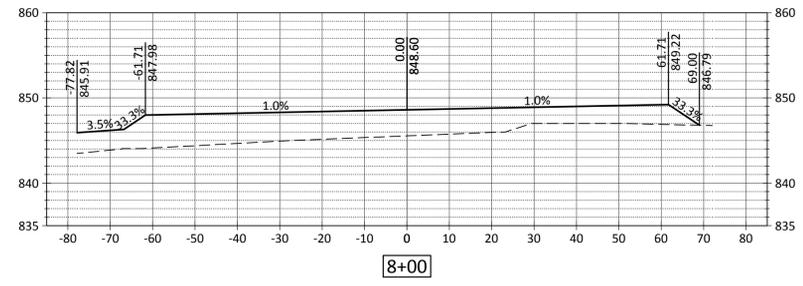
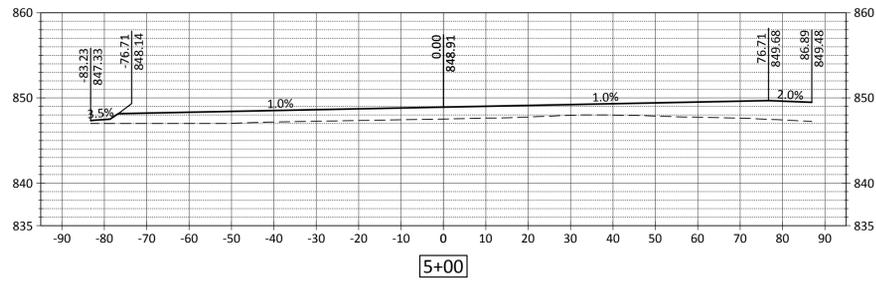
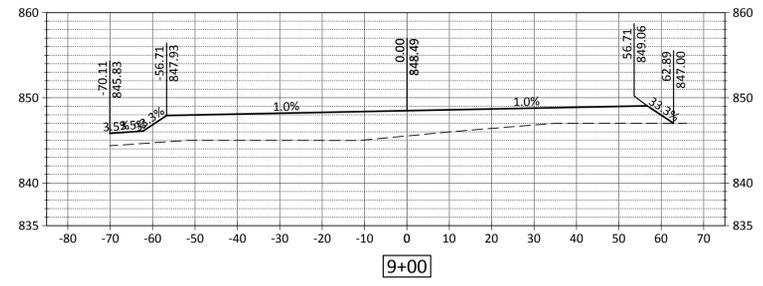
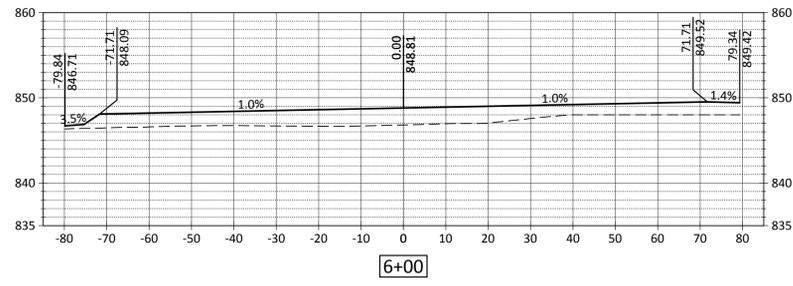
DRAWN BY: JDT
REVIEWED BY: MKK/JJT
DATE: 11/1/2017
FILE: 3565-300-32
CAD: 3565-300_Site Program.dwg



OUTFALL CONTROL PROFILE
NOT TO SCALE



CONTROL STRUCTURE
NOT TO SCALE



No.	DATE	REVISION DESCRIPTION
1	11/15/2017	ISSUED FOR BID
2	12/15/2017	ADDENDUM 3



**KANE COUNTY
OFFER TO CONTRACT FORM
BID 02-018 SETTLERS HILL CROSS COUNTRY COURSE**

Bid Due Date & Time: Thursday, December 21, 2017 at 3:00 p.m., C.S.T.

To: County of Kane (Purchasing Department)
Kane County Government Center, Bldgs. (A), Room 210, 212, 214
719 S. Batavia Ave.
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: _____

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
 - A. *The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.*
 1. *the Vendor has examined the Contractor Disclosure (Section 27) of the Instruction to Bidders, and has included or provided a certified document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.*
 - B. For purposes of this offer, the terms Offeror, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Statement of Work, including the Specifications and the following addenda:

No._____, No._____, No._____, No. _____ (Contractor to acknowledge addenda here.)
 - B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations, as Vendor deems necessary.
 - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.

REVISED BID ITEMS

The Undersigned agrees to furnish all labor, materials and equipment necessary to comply for the complete construction of Settlers Hill Cross-Country Course project in accordance with the architectural plan, specifications, drawings, provisions, and contract requirements for the Kane County Division of Environmental and Water Resources. This is an all-inclusive cost project. Additional compensation is not allowed without proper authorization. Prevailing Wage Rates apply to this project.

Basis of payments for each separate items are as follows:

SECTION #	SECTION TITLE	BID ITEM #	BID ITEMS/DESCRIPTIONS	UNIT	QUANTITY	TOTAL COST
4.2	Survey Control Points	1	Layout & staking	LS	1	
4.4	Embankments	2	Embankment, cross-country course	CY	200,975	
		3	Embankment, downslope channel	CY	8,805	
		4	Embankment, downslope half-channel	CY	1,971	
		5	Hilltop Viewing Area	SY	5,696	
		6	Improved Course Edge Area	SY	14,871	
4.5	Topsoil	7	Topsoil Placement	SY	238,564	
4.6	Seeding	8	Seed Mix 1	AC	21.0	
		9	Seed Mix 2	AC	28.3	
		10	Nitrogen Fertilizer	LB	4,437	
		11	Phosphorus Fertilizer	LB	4,437	
		12	Potassium Fertilizer	LB	4,437	
4.7	Mulch	13	Mulch	AC	49.3	
		14	Turf Reinforcement Mat	SY	4,338	
4.8	Temporary Erosion and Sediment Control	15	Temporary Erosion and Sediment Control	LS	1	
4.9	Riprap	16	Riprap Gradation No. 6	SY	1,044	
		17	Riprap Gradation No. 7	SY	106	
4.11	Aggregate Base Course	18	Aggregate Base Course, Leveling	Ton	5	
4.12	Hot-Mix Asphalt Binder and Surface Course	19	HMA Pavement, Hill Access Drive	SY	3,755	

SECTION #	SECTION TITLE	BID ITEM #	BID ITEMS/DESCRIPTIONS	UNIT	QUANTITY	TOTAL COST
		20	HMA Pavement, Permeable Parking Drive	SY	156	
4.13	Portland Cement Concrete	21	Portland Cement Concrete	SF	10,325	
		22	Portland Cement Concrete, Celestial Circle	SF	315	
4.14	Permeable Pavement	23	Permeable Pavement	LS	1	
4.15	Concrete Curb and Gutter	24	Concrete Curb and Gutter	LF	472	
4.16	Pedestrian Access Path	25	Pedestrian Access Path, 5 Feet Wide	LF	4,820	
		26	Pedestrian Access Path, 10 Feet Wide	LF	700	
		27	Pedestrian Access Path, 20 Feet Wide	LF	35	
		28	Timber Steps	LF	143	
		29	Pedestrian Access over Ditch, North	EA	1	
		30	Pedestrian Access over Ditch, South	EA	1	
4.17	Pipe Culverts and Storm Sewer	31	Pipe Culvert, 12-inch	LF	4,496	
		32	Flared End Section, 12-inch	EA	130	
		33	Storm Sewer, 24-inch	LF	332	
		34	Flared End Section, 24-inch	EA	4	
		35	Storm Sewer, 36-inch	LF	536	
		36	Flared End Section, 36-inch	EA	1	
4.18	Drainage Structure	37	Drainage Structure 20	EA	1	
		38	Drainage Structure 23	EA	1	
		39	Outfall Control Structure	EA	1	
		40	Manhole, 60-inch Diameter	EA	5	
4.19	Mobilization	41	Mobilization	LS	1	
4.20	Electrical - Underground Raceways	42	Conduit, 2-inch	LF	1,685	
4.21	Handhole	43	Handhole	EA	6	

SECTION #	SECTION TITLE	BID ITEM #	BID ITEMS/DESCRIPTIONS	UNIT	QUANTITY	TOTAL COST
4.22	Gas Collection and Control System	44	Mobilization, Well Drilling	LS	1	
		45	Well Drilling	LF	364	
		46	Wellhead, Relocated	EA	4	
		47	Reinforced Safety Grate	EA	4	
		48	LFG HDPE Pipe, 6-inch	LF	870	
		49	LFG CMP Road Crossing, 12-inch	LF	200	
		50	LFG Well Abandonment	EA	14	
		51	LFG Well and Riser Extension	EA	15	
		52	LFG Well Vault	EA	18	
GRAND TOTAL COST						

PROJECT TIMEFRAME & GUARANTEE:

The Undersigned attests that he is able to perform the Work of the Contract within the parameters of the following construction timeframe, and furthers agrees to adhere to the specified schedules and provisions of the Contract Agreement.

Guaranteed delivery and completion of the project per specifications will be (_____) calendar days or earlier from the receipt of executed contract and purchase order from the Kane County Division of Environmental. **Bidder shall fill in the above number of days to deliver and or to complete the project.**

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE MUST SIGN THIS SECTION.**

Signature _____ Typed Signature _____
Company _____
Address/City/State _____
Phone # _____ Fax # _____
Federal I.D./Social Security # _____ Date _____

ACCEPTANCE

The Offer is hereby accepted for the described Settlers Hill Cross Country Course.

The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the vendor’s offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **02-018**. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Date