

**Minooka Community High School District 111
26655 W. Eames St.
Channahon, IL 60410**

**INVITATION TO BID ON THE
MINOOKA COMMUNITY HIGH SCHOOL DISTRICT 111
PARKING LOT CRACK FILL, STRIPING, PATCHING & SPEED BUMP**

Minooka Community High School District 111 is soliciting bids for parking lot crack fill, striping, patching and speed bump at its south campus located at 26655 W. Eames St., Channahon, . **Deadline for Return is Monday July 17, 2017 @ 3:30 pm. Bids must be clearly marked "Parking Lot Bid."**

BIDS ARE TO BE SUBMITTED TO

Minooka Community High School District 111
Attn: Mr. John Troy, Assistant Superintendent of Business & General Counsel
26655 W. Eames St.,
Channahon, IL 60410

1. OPENING OF BIDS

Minooka Community High School District 111, Grundy County, Illinois is requesting bids per the attached specifications for a **Parking Lot Renovations** per the attached specifications. Bids must be filed with Mr. John Troy, Assistant Superintendent of Business & General Counsel at 26655 W. Eames St., Channahon, IL 60410 no later than 3:30 PM Monday July 17, 2017 at which time they will be opened and acknowledged. Bidders are invited to attend. Bids will be studied and reviewed and it is anticipated that a recommendation will be made to the Board of Education for award of Bid on Thursday, July 20, 2017. The Board of Education reserves the right to waive any informalities, irregularities, or defects in any proposal should it be in the best interest of the school district to do so.

2. PREPARATION OF PROPOSAL

Proposal must be submitted on the prescribed Bid Form at the end of this document. All bids must be submitted in a sealed envelope bearing on the outside of the envelope the name of the bidder and the address and must be marked "Parking Lots." No Bid forwarded by mail or messenger will be accepted unless received before the scheduled time for opening bids. Proposals will be publicly opened immediately after the deadline. The method of transmittal of the proposal is at the seller's risk of untimely receipt by the Board. The District will not be responsible for delays in delivery by UPS, FedEx, Airborne or any other carrier the vendor chooses. Faxed copies are not acceptable. Late bids will be returned unopened to the sender.

3. METHODS OF AWARD

The Board of Education reserves the right to reject any and all bids or to accept a bid in whole or in divisible part if deemed to be in the best interest of the School District. The Board of Education reserves

the right to choose alternates it deems to be in the best interest of the School District. The Board of Education shall have the right and authority to award orders to the bidder or bidders best meeting all specifications and conditions based upon the sole judgment of the Board.

In making its determination the following qualifications in addition to price will be considered by the Board:

- a. The ability, capacity and skill of the Bidder to perform the service required.
- b. Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service
- f. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service
- g. The quality, availability and adaptability of the supplies, or services, to the particular use required
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract
- i. Past history and performance that the Bidder may have with the District.
- j. Such other information as may be secured having a bearing on the decision to make the award
- k. Consideration will be given to standardization, interchangeability and availability of parts, if applicable to bid.
- l. In determining a bidder's responsiveness, the Board shall consider material deviations from the advertised specifications which materially affect price, quantity or limit the bidder's liability

Proposers and other interested parties are cordially invited to be present at the public proposal opening to be held at the time the sealed proposals are due. Proposals will be publicly opened and results announced.

4. DURATION AND WITHDRAWAL OF BIDS

All bids shall be binding for 60 calendar days following the bid opening date, unless the bidder, upon request of the District, agrees to an extension. A written request for the withdrawal of the bid or any part thereof may be granted if the request is received by the District prior to the specified time of bid opening. No bids may be withdrawn after they have been opened.

5. CERTIFICATES & ASSURANCES

All bidders shall submit all certificates herein contained and as required by law.

6. INVOICES

The successful Contractor shall submit three copies of invoices. Payment to the contractor shall be made within 30 days after receipt of invoice and approval by the Board of Education. Payments are approved by the Board of Education at its monthly Board meeting (typically the third Wednesday of each month) provided a valid invoice is received at least two weeks prior to the Board meeting and said service has been provided and accepted by the Board of Education.

7. COMPLETION DELIVERY TIME

All work must be scheduled with the building & grounds department and must be completed by August 4, 2017. Liquidated damages of \$500 dollars for each day of overrun shall apply.

8. LATE BIDS

Formal bids, amendments thereto, or requests for withdrawal of bids received by the District after the time specified for bid opening will not be considered.

9. COMPLETENESS

All information required by the Invitation to Bid must be supplied to constitute a proper bid.

10. AUTHORITY TO ACT AS AGENT

Upon request, the bidder will provide proof to the District that the signatory on the proposal form has the authority to bind the bidder to the price(s) quoted.

11. DEVIATIONS

In the event that the Bidder intends to deviate from the specifications, all such deviations must be listed and attached to the bid. The absence of a submitted deviations will assure the District that no deviations from specifications exist.

12. QUESTIONS REGARDING SPECIFICATIONS

Should a bidder find discrepancies or omissions in the specifications or instructions, or should he/she be in doubt as to their true meaning, he/she should notify the Assistant Superintendent who will, in turn, clarify such specifications and notify other bidders of any material change or clarification. The Board of Education shall not be held responsible for oral instruction to bidders. **No questions will be accepted 24 hours prior to the bid opening.**

13. SUBLETTING CONTRACT

It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of his/her contract or right, title or interest therein, or power to execute such contract, to any other person, firm or corporation, without the previous written consent of the District, but in no case shall such consent relieve the Bidder from his/her obligation, or change the terms of the Contract.

Furthermore, the contractor shall not allow a subcontractor to commence work on any portion of the project without evidence that the subcontractor has insurance coverage equal to coverages required of the contractor by the district.

14. NON-DISCRIMINATION

No bidder who is the recipient of the District's funds, or proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color, or national origin, nor otherwise commit any unfair employment practice. Bidder further agrees that this article will be incorporated by the bidder into all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

15. SEXUAL HARASSMENT POLICY

Every party to a public contract and every eligible bidder must have a written sexual harassment policy that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the recourse, investigative and complain process available through the Illinois Department of Human Rights and the Human Rights Commission; (v) directions on how to contact the Department and Commission; and (vi) protection against retaliation as provided by Section 6-101 of the Human Rights Act.

16. INDEMNITY

Bidder/contractor shall indemnify, keep and save harmless the District, its agents, officials and employees, against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the District in consequence of the granting of this contract or which in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, and the bidder/contractor shall, at his/her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the District in any such action, the bidder/contractor shall, at his/her own expense, satisfy and discharge the same. Bidder/contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by bidder, shall in no way limit the responsibility to indemnify, keep or save harmless and defend the District as herein provided.

17. COLLUSIVE BIDDING

The bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making bid for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

18. IDENTICAL BIDDING - EXECUTIVE ORDER NO. 10946

All identical bids submitted to the District as a result of advertised procurement for materials, supplies, equipment or services exceeding \$2,500.00 in total amount shall, at the discretion of the District, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.

19. CONTRACTOR NOT AN AGENT

The bidder/contractor shall not be held or deemed in any way to be an agent, employee, or official of the District, but rather an independent contractor furnishing services to the District.

20. RESPONSIBILITY FOR MATERIALS SHIPPED

If applicable, the bidder/contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the bidder/contractor shall bear all risk on rejected materials and supplies after notice of rejection. Rejected materials or supplies must be promptly removed by and at the expense of the bidder/contractor after notification of rejection.

21. INSPECTIONS

If applicable, for supplies and materials purchases - inspection and acceptance of will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or equipment will be made as promptly as practicable, but failure to inspect or accept or reject materials or equipment shall not impose liability on the District for such materials or equipment as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

Contractors or vendors should be aware that the District is required by state law to follow and adhere to all local municipal building and zoning codes.

22. PREVAILING WAGE

The awarded Contractor is required to pay all applicable wage rates as required and stipulated by Federal, State and Local laws and **Contractor agrees to pay prevailing wages for all work completed under this contract.**

The contractor and all subcontractors shall use the "CERTIFIED TRANSCRIPT OF PAYROLL" and "AFFIDAVIT" forms as prepared by the Illinois Department of Labor. Electronic Versions of these forms are available from the Illinois Department of Labor. Pay requests will not be processed until current certified payrolls are provided for contractor and subcontractors.

23. INSURANCE

The District upon awarding a project requires a Certificate of Insurance with "Additional Insured Endorsement in such amounts as deemed acceptable by the District . You must require your insurance company to list the District as "Additional Insured". In the "Description of Operations locations/Vehicles/Special Items" section of the Certificate it must state: "Minooka Community High School District 111 and its Board of Education is additional insured per Additional Insured Endorsement.

24. SAFETY

The contractor shall provide all barricades, security, and signage necessary to control vehicle and pedestrian traffic and to protect the pavement areas while work is in progress and until the sealer is fully cured and does not pickup under foot or wheeled traffic.

25. GENERAL

The contractor will be responsible for the procurement of all construction permits. The contractor shall give all notices necessary and incident to the due and lawful prosecution of the Work.

All work shall be conducted in accordance with the Occupational Safety and Health Administration (OSHA) requirements and Grundy County regulations. The contractor shall be fully responsible for coordination of his work and the work of his employees, subcontractors, and suppliers, and to assure compliance with schedules.

The contractor shall schedule work with the authorized district representative with at least Seven (7) days advance notice. The contractor shall at all times conduct the work in such manner as to insure the least obstruction to vehicular and pedestrian traffic. The convenience of the general public and employees shall be provided for in an adequate and satisfactory manner.

Any unforeseen site conditions that are encountered in the field that warrant a modification in the plans and/or design shall be brought to the attention of the district's authorized representative.

Any construction items that are not represented in the plans or summary of quantities but can be reasonably be expected to be included in the scope of work of an already specified item shall be considered incidental to the Contract and no additional expense shall be permitted.

It shall be the sole responsibility of the contractor to restore the project or disturbed areas to conditions prior the commencement of construction activities.

To the fullest extent permitted by law, the contractor shall be responsible for any and all injuries or damages to property due to the activities of the contractor, its subcontractors, suppliers, agents and employees arising out of or resulting from performance of the contract, or any activity in connection therewith. The contractor shall indemnify and hold harmless the District, including the Board of Education, its employees, officers and agents from any and all claims, lawsuits, actions, costs and fees, including reasonable attorney's fees and expenses of every nature and description, arising from, growing out of, or connected with the work, or on account of or in consequence of any neglect in safeguarding the work, or on account of or in consequent of using unacceptable materials in construction of the work of because of any act, omission, neglect, or misconduct of contractor, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them and/or anyone for whose acts they may be liable for because of any claims or amount of recovered by reason of any infringement of patent, trademark, or copyright, or by reason of the violation of any law, ordinance, order, or decree.

The contractor shall be responsible for meeting any requirement for any machine, device or part thereof, which is regulated by or becomes regulated by Federal or State of Illinois Noise Standards, shall conform to those standards. All other equipment shall operate under the noise requirements of the County of Grundy, IL.

Nothing in this contract between the district and the contractor or anyone else is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the contractor, subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of work place safety. Any inspection of the work conducted by an authorized representative of the district, employee, or officer whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of duty to anyone, including but not limited to third parties, regarding work place safety.

In order to insure this and other duties of the contractor, certain indemnifications and insure is required by the contract. Additionally, the contractor guarantees to the owner a safe work place shall

be provided for all employees of the contractor, subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable of the applicable standards of the Occupational Safety and Health Act and any work place safety act of the State of Illinois. Contractor agrees to require this work place safety guarantee of all subcontractors and expressly require the district and Board of Education to be third party beneficiaries of each guarantee.

**Minooka Community High School District 111
26655 W. Eames Street
Channahon, IL 60410**

SPECIFICATIONS

Minooka Community High School District 111 is seeking bids on the crack fill, stripping, patching where needed and a speed bump. Bidders are invited to inspect and measure the parking lots prior to submitting their bid.

Aerial of parking lots of Minooka Community High School District 111 – South Campus



CRACK FILLING

All work performed under this item shall be performed in accordance with Section 451 of the IDOT Standard Specifications for Road and Bridge Construction, latest edition unless modified with these documents.

Description. This work shall consist of routing, cleaning, and sealing transverse and longitudinal reflected cracks in existing hot-mix asphalt (HMA) pavement.

Materials. Materials shall be according to the following.

(a) Hot-Poured Joint Sealer 1050.02

Equipment. The routing machine shall have a steel, circular cutting head with carbide tipped cutters mounted radially. The machine shall be capable of routing a uniform, square shape approximately 3/4 x 3/4 in. (20 x 20 mm) in either a straight or irregular line.

The kettle used for heating the sealer shall be double-jacketed.

General. Primary transverse and longitudinal working cracks shall be routed, cleaned, and sealed. Any adjacent secondary cracks shall be only cleaned and sealed as directed by the authorized district representative.

Cracks shall be routed following the crack as nearly as possible, approximately 3/4 in. (20 mm) wide by 3/4 in. (20 mm) deep as close to a 1:1 ratio as possible. Immediately ahead of sealer placement, dust and debris shall be blown from the crack with a power brush/blower or with compressed air with a minimum pressure of 90 psi (620 kPa). When compressed air is used, the pneumatic tool lubricator must be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines.

The hot-poured joint sealer shall be continuously and mechanically agitated during heating. The sealer shall be applied using the methods and equipment recommended by the manufacturer, except it shall only be placed when the air temperature in the shade is 40 °F (5 °C) or greater.

Existing raised reflective pavement markers shall be protected during the crack sealing operations. Tracking of sealant material will not be allowed. If sealant materials are applied to the markers, such material shall be removed.

Sealant shall be placed in the clean, dry crack. The crack shall be slightly overfilled and immediately squeegeed to provide a "band-aid" type effect approximately 2 in. (50 mm) wide, flush with the pavement surface, and with the edges feathered out.

The parking areas shall be closed to traffic until such time that the sealant has sufficiently dried. Any required traffic control to achieve this shall be included in the cost of this item. When approved by the District representative, the sealant may be dusted with fine sand, portland cement, or mineral filler to prevent tracking.

Method of Measurement. This work will be measured for payment as follows.

Crack Filling. Filling of cracks will be measured for payment in pounds of sealant used and as shown in the submitted plans or as modified by the district representative

Basis of Payment. This work will be paid for at the contract unit price per pound for CRACK FILLING.

PARKING LOT STRIPING

All work performed under this item shall be performed in accordance with Section 780 of the IDOT Standard Specifications for Road and Bridge Construction, latest edition unless modified with this document.

Prior to application of the paint pavement marking, the Contractor shall make certain the pavement surface is dry and free of dirt and grease and, if necessary, clean the surface to the satisfaction of the district representative.

Paint shall be applied at a minimum thickness of 16 mils and beads shall be applied to all painted surfaces at the minimum rate of 6.0 lb/gal of paint used.

The striping shall be yellow and the handicapped stalls, including the handicap symbol, shall be yellow. ONE coat of paint shall be applied.

Striping shall be in accordance with the original striping. Numbers on individual stalls is not required.

The parking areas shall be closed to traffic until such time that the paint has sufficiently dried. Any required traffic control to achieve this shall be included in the cost of this item.

Method of measurement. Paint pavement markings will be measured in place per lineal foot of length install as shown on the plans presented with the bid. Additions or modifications in the field may be made by the authorized district representative

Basis of Payment. This work will be paid based upon the contract price per lineal foot.

PARKING LOT PATCHING AND INSTALLATION OF A SPEED BUMP

All work performed under this item shall be performed in accordance with Section 406 of the IDOT Standard Specification for Road and Bridge Construction.

Bidder shall inspect the parking facility and recommend areas for patching and submit drawings identifying locations. Additionally, one (1) speed bump shall be installed on the drive directly in front of the school

Patching

Removing and haul away existing asphalt

Regrade and compact existing stone base, additional stone base to be bid per ton in place

Proof roll existing subbase

3" asphalt binder course on all drives and bus lanes,

2" asphalt binder course on parking lots

1 1/2" asphalt surface course on all roads, bus lanes, parking lots

Speed Bump

Lay out and mark area for placement of speed bumps.

Clean area of all dirt and debris.

Notch existing asphalt surface to alleviate speed bump displacement.

Tack coat area of installation using liquid asphalt.

Install hot mix surface asphalt to a maximum height of 3-1/2" at the apex

and a width of 18”.

Apply a seal of liquid asphalt to the adjoining edge of the installation to help prevent moisture penetration.

Apply heavy-duty reflective traffic paint sufficient to identify the speed bump.

Method of measurement. Hot-Mix asphalt binder and surface course will be measured in place per ton of the asphalt mix specified to be placed

Method of Payment. The work shall be paid for at the contract unit price per ton of hot mix asphalt binder and surface course.

Bid Form

Contractor: _____

CRACK FILLING

Price per pound: _____

Estimated pounds: _____

STRIPING:

Per lineal foot: _____

Estimated Lineal Feet: _____

ASPHALT PATCHING AND SPEED BUMP

Price per ton: _____

Estimated tons: _____

Estimated Square Feet of
recommended patching: _____

**Minooka Community High School District 111
26655 W. Eames Street
Channahon, IL 60410**

Assurances and Certifications

PART 1

STATEMENT OF ETHICS CERTIFICATION

By submission of this bid or proposal, the bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor.
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor.
3. No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.
4. Bidder has not been convicted of price fixing nor pleaded "no contest" to such charges within the last five (5) years.
5. Bidder is not subsidiary of a company that has been convicted of price fixing nor pleaded "no contest" to such charges within the last five (5) years.

By: _____
Authorized Agent

SUBSCRIBED and SWORN TO before me

this _____ day of _____, 20 ____

NOTARY PUBLIC

This page must be returned signed and notarized for the bid to be considered.

Minooka Community High School District 111
26655 W. Eames Street
Channahon, IL 60410

Assurances and Certifications

PART 2

SUPPLIER'S/CONTRACTOR'S CERTIFICATION

As part of its bid, the supplier/contractor does hereby certify that said supplier/contractor is not barred from bidding on the contract as a result of violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statues.

By: _____
Authorized Agent

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT (Suppliers/Contractors with 25 or More Employees)

As part of its bid, the supplier/contractor does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act (Ill.Rev.Stat. ch 127. para. 132.313)* that [he, she, it] shall provide a drug-free workplace for all employees engaged in the performance or work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies, that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

By: _____
Authorized Agent

Does Not Apply (Less than 25 Employees)

By: _____
Authorized Agent

SUBSCRIBED and SWORN TO before me

this _____ day of _____, 20 ____

NOTARY PUBLIC

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26655 W. Eames Street
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Assurances and Certifications

PART 3

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

Sexual Harassment Policies

As part of its bid, the supplier/contractor does hereby certify pursuant to 775 ILCS 5/2-105 that [he, she, it] has written sexual harassment policies that include at least the minimum information as required by law; that a copy of the policies shall be provided to the Department of Human Rights upon request; and that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Human Rights Act*.

By: _____
Authorized Agent

Equal Employment Opportunity

As part of its bid, the supplier/contractor does hereby certify pursuant to 775 ILCS 5/2-104 that [he, she, it] complies with the procedures and requirement of the Illinois Department of Human Rights regulations concerning equal employment opportunities and affirmative action, shall provide such information with respect to its employees and applicants for employment and assistance as the Department may reasonably request, and that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Human Rights Act*.

By: _____
Authorized Agent

SUBSCRIBED and SWORN TO before me

this _____ day of _____, 20 _____

NOTARY PUBLIC

This page must be returned signed and notarized for the bid to be considered.

