

REQUEST FOR BID

BID NO. 18-2194

2018 Joint Purchase of Seal Coating Services for Various Rockford Park District and Winnebago County Locations

Pre-Bid Conference: Tuesday, March 27, 2018 at 10:00 a.m.
Rockford Park District
Webbs Norman Center Board Room
401 S. Main St.
Rockford, IL 61101

Bid Opening: Wednesday, April 4, 2018 at 2:00 p.m.
Rockford Park District
Webbs Norman Center Board Room
401 S. Main St.
Rockford, IL 61101

PARK COMMISSIONERS

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Jay Sandine...Executive Director March, 2018

401 SOUTH MAIN STREET - ROCKFORD, ILLINOIS 61101 - TELEPHONE (815) 987-8800 - FAX (815) 987-8877

Serving the Communities of Cherry Valley, Loves Park, New Milford and Rockford

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The Rockford Park District and Winnebago County are seeking qualified contractors to perform sealcoating services at various locations. Scope of work consists of cleaning, crack filling, sealing and striping of pavement for parking lots, roadways, paths and other surfaces, and handicap signage as specified in the Work Descriptions. This is a joint purchasing bid that will include Winnebago County and the Rockford Park District.

This joint purchasing effort of local municipal entities is to leverage the purchase of seal coating services to secure lower costs. After the bid is awarded each entity will enter their own contract for seal coating services as needed.

The Rockford Park District honors prevailing wages to be paid as stipulated by Ordinance 2017-O-13. If applicable, the awarded Contractor, including subcontractors, is required to comply with all provisions of the Illinois Prevailing Wage Act, including the payment of wages and fringe benefits as required by law, and the submission of certified payroll transcripts.

Please submit the bid on the enclosed Bid Offer Form and return in a "Sealed Bid" envelope showing the bid number, date and time of opening in the lower left-hand corner of the return envelope. Failure to include the bid offer form properly completed and signed will result in the submission being rejected.

Rockford Park District welcomes the opportunity to assist guests with disabilities to enjoy ALL the facilities, programs, and services.

Please direct any questions to Jacki Minnihan, Purchasing Manager, at (815) 969-4094.

GENERAL CONDITIONS FOR ALL BIDS

These instructions, terms and conditions are standard for all requests for bids issued by Rockford Park District. The Park District may delete, supersede or modify any of these standard instructions for a particular bid by indicating such change in the bid instructions, in the special conditions of the bid or in the specifications/statement of work. Any and all special conditions that may vary from these general conditions shall prevail over these general conditions. All segments of the general conditions may not apply to all bids/proposals. The general conditions are terms and conditions that the Rockford Park District expects its contractors/vendors to meet. By bidding, the respondent agrees to be bound by these requirements unless otherwise noted in the bid.

1. PRICING SELECTION

The Rockford Park District reserves the right to reject any or all prices or bids submitted. Bids will be awarded on a lump sum or on an individual basis.

2. PURCHASE ORDERS

The Rockford Park District reserves the right to increase or decrease quantities shown on bid. It also reserves the right to cancel purchase orders if delivery is not complete within one hundred and twenty days (120) days after issuance or if delivery date indicated on bid is not met by company.

3. AWARD SELECTION AND CRITERIA

Bids will be awarded to the lowest responsible bidder complying with the conditions and specifications presented herein. Bids that are submitted taking exceptions to the specifications or with exclusions, qualifications or caveats shall be deemed non-compliant to the specifications and will be subject to rejection. Lowest responsible bidder is defined in Rockford Park District Ordinance 2013-O-03, approved April 5, 2013, as follows:

Responsible Bidder for: Ordinance 2013-O-03 projects meets as of the job specifications, the following applicable criteria and submits evidence of such compliance for both general contractors and any or all subcontractors.

- A. All applicable laws prerequisite to doing business in Illinois.
- B. Evidence of compliance with
 - Federal Employer Tax Identification Number or Social Security Number (for individuals).

- ii. Provision of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order 11375 (known as the Equal Opportunity Employer provisions).
- iii. Documents evidencing current registration with the Illinois Department of Revenue (i.e. UI account number);
- iv. Disclosure of any federal, state or local tax liens or tax delinquencies against the contractor or any officers of the contractor in the last five (5) years.
- C. Certificates of insurance indicating the following coverages: general liability, workers' compensation, completed operations, automobile, hazardous occupation, product liability, and professional liability.
- D. Compliance with all provisions of the Illinois Prevailing Wage Act, including wages, submission of certified payroll records, medical and hospitalization insurance and retirement for those trades covered in the act.
- E. Participation in apprenticeship and training programs applicable to the work to be performed on the projects which are approved by and registered with the United States Department of Labor's Office of Apprenticeship and Training.
- F. Documents evidencing any professional or trade license required by law or local ordinance for any trade or specialty area in which the contractor is seeking a contract award. Additionally, the contract must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company.
- G. A statement that individuals who will perform work on the public works project on behalf of the contractor are properly classified as either (i) an employee or (ii) an independent contractor under all applicable state and federal laws and local ordinances.
- H. Compliance with all provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act; which compliance and evidence of same, shall be required on all Rockford Park District public works projects regardless of dollar amount of such project(s).
- I. Participation in contractor's safety and health activities and programs including:
 (i) a written safety policy statement signed by a company representative; and (ii) a completed Contractor Safety & Health Questionnaire.
- J. Maintains a written safety manual that applies to, or will be modified to fit, the project at issue.

- K. Ensures all sub-contractors hired by the responsible bidder to perform duties on Rockford Park District public works projects are in compliance with all requirements of the responsible bidder ordinance for: a) all construction contracts in excess of \$10,000, and; b) for all contracts (regardless of the dollar amount) for electrical work, and/or for fire protection work, and/or for HVAC work and/or for plumbing work, (as defined by the Rockford Park District, in its discretion).
- L. The Rockford Park District honors prevailing wages to be paid as stipulated by Ordinance 2017-O-13. For awards \$25,000.00 or greater, the awarded Contractor, including subcontractors, is required to comply with all provisions of the Illinois Prevailing Wage Act, including the payment of wages and fringe benefits as required by law, and the submission of certified payroll transcripts.
- M. All invoices for Prevailing Wage work must be submitted with CERTIFIED PAYROLL RECORDS. The Rockford Park District will not pay any invoice for prevailing wage work that does not have appropriate certified payroll records attached.

The lowest responsible bidder is determined not only by price, but also by quality of product and service, past experience with same products, services offered, warranties, long-range costs, delivery, and similar such items, as judged by the Rockford Park District. All rights are reserved by the Board of Commissioners to determine whether the selection, in its judgment, meets the needs or purposes intended. Lowest responsible bid will be determined by the Board of Commissioners, in its sole discretion as that combination of base bid, alternates, and /or deducts that the Board determines to be in the best interest of the Rockford Park District. Such decisions shall be final and not subject to recourse.

Following award selection, all bidders will be notified through Demandstar.com as to the name of the successful bidder, together with price and conditions. A purchase order will be placed by the Rockford Park District with the successful bidder.

The Bidder shall bear all the costs associated with the preparation and submission of the response and the Park District shall not be responsible or liable for any costs, regardless of the conduct or outcome of this solicitation.

No bids may be withdrawn after the official opening. All bids submitted must be valid for a minimum of one hundred twenty (120) days after the date set for the bid opening. Bids are submitted to the Board for approval at a regular Rockford Park District Board meeting.

A signed, fully executed Bid Offer Form must be included in the submission for the bid to be considered responsive. Omissions or altered versions of the Bid Offer Form may result in the bid being rejected. Bidder's signature on the Bid Offer Form will be construed as acceptance of and willingness to comply with all applicable local, state and federal laws.

4. SEALED BID

It shall be the responsibility of the bidder to insure that the "sealed bid" envelope is properly identified. Return the bid in a sealed envelope showing the vendor name, bid number, and date and time of opening in the lower left-hand corner (a label is enclosed for convenience). Bids submitted via UPS, FedEx, or special courier is encouraged to place the sealed bid label on the outside of the package. If the carrier does not allow for labels to be added, Vendor must indicate in the Reference Line that the package is a bid. Vendors are encouraged to make it well known that the content of the package is a bid. Rockford Park District U.S. Mail is delivered in the late afternoon each weekday. Vendors submitting a bid by U.S. Mail are encouraged to take this into consideration when coordinating the bid delivery to ensure the submission has arrived at the specified bid opening date and time.

5. ERRORS AND OMISSIONS

Should a mistake be discovered upon the reading of the bids at the public opening, it shall be reserved by the Rockford Park District to determine if the mistake was by the District or the bidder. It is further provided that the Rockford Park District, after this determination, shall make the decision as to acceptability or rejection. This decision shall be final and not subject to recourse. No advantages shall be taken by either party of manifest clerical errors or omissions in the specifications. All bidders are requested to notify the Rockford Park District immediately of any errors or omissions that may be encountered.

6. LATE SUBMISSIONS

Bids will not be accepted after the scheduled date and time of opening, unless it is evidenced and determined that the bid was actually in the Rockford Park District's possession prior to the scheduled opening date and time, and inadvertently misplaced while in the Rockford Park District's possession. In many instances it is impossible to determine whom the bid is from unless it is opened, and in that case, the bid will be opened, address secured and returned immediately.

7. TOTAL PRICING

The Rockford Park District is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax. Quote all prices F.O.B., Rockford, Illinois. F.O.B. Rockford, Illinois, is defined as meaning the price submitted on the bid sheet is the total price to the Rockford Park District, including all freight and delivery charges. Under no circumstances may prepaid charges be added to the invoice.

8. TAXATION

86 Illinois Administrative Code, Ch. 1, Sec. 130.2075 provides that the sale of materials to construction contractors for incorporation into public improvements which are required to be transferred to a unit of local government upon completion, are exempt from the Retailers Occupation Tax and Use Tax. This relates both to contractors who do work specifically under contracts for public entities and for developers who are required by subdivision or other ordinances to dedicate the improvements, such as street, water, sewer, sidewalks or drainage to the governmental body after completion. The contractor is to retain records with the active registration number issued by the Department of Revenue to the governmental unit.

9. DELIVERY / COMPLETION DATE

Bidders shall indicate in appropriate space on Bid Offer Form, delivery or completion date of items(s) or service(s). Delivery or completion shall be made by the date specified within the specifications, and/or by the date as agreed upon between vendor and owner. (Weather permitting.) When applicable, contractor has thirty days to complete the mutually agreed upon punch list items. The contractor shall pay any additional consultant fees that may be required to complete the project after the thirty-day period.

10. SUBSTITUTIONS

If and wherever, in the specifications, a brand name or catalog number is mentioned, it is only for the purpose of establishing a grade or quality required. Since the Rockford Park District does not wish to rule out other competition, the phrase "or approved equal" is added. The Rockford Park District will be the sole judge as to equality.

The Rockford Park District shall be the sole and final judge as to whether any substitute is of equivalent or better quality. The Rockford Park District's decision is final and will not be subject to recourse by any person, firm, or corporation.

11. EQUIPMENT REMOVAL

If and whenever removal of any existing material or equipment from the job site is required, the contractor or vendor shall contact the Rockford Park District to determine ownership of said material. If the Rockford Park District desires to keep, District staff will remove; if not, it will be the contractor's/vendor's responsibility for removal, as covered in specifications.

12. COMPLIANCE WITH LAWS AND ROCKFORD PARK DISTRICT POLICIES; DRUG/ALCOHOL FREE WORK ENVIRONMENT

All services, work and materials must comply with all federal and state laws, county ordinances, rules and regulations that in any manner affect the production and sale of the product or service contained herein. In the event federal or state funds are being used to fund this contract additional certifications, attached as addenda, will be required. Lack of knowledge on the part of the vendor will in no way be cause for release of this obligation. If the Rockford Park District becomes aware of violation of any laws on the part of the vendor, it reserves the right to reject any bid, cancel any contract and pursue any other legal remedies deemed necessary.

Additionally, the Rockford Park District is committed to fostering a safe and secure environment. To do this, the Rockford Park District strives towards a proactive effort to make the environment free from the effects of alcohol and drugs. While the intent is not to intrude into the private lives of the contracted vendors, the Rockford Park District does expect vendors to report for duty and to remain in a condition suitable to perform the duties assigned to the highest level of efficiency.

Contractor is responsible for maintaining a Drug/Alcohol Free Work Environment and a safe and secure work environment for contractor's business, Rockford Park District, and customer/patron interests.

Additionally the Rockford Park District requires compliance with all applicable provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act, regardless of dollar amount of project.

Contractor shall submit the company's Drug/Alcohol Free Workplace Policy upon award along with the current Certificate of Insurance, Performance Bond and signed contracts

Additionally, all contractors will also be required to annually certify, in writing, that:

- A. Per state statute (720 ILCS 5/11-9.4-1) It is unlawful for any contractors for the Rockford Park District to allow its employees who have been convicted of being a sexual predator or a child sex offender to knowingly be present in any public park building or on real property comprising any public park when any person under the age of 18 is present. No employee, subcontractor, or other personnel (hereafter, "contractor personnel") being used by contractor/vendor to perform this contract or who is otherwise being placed on Rockford Park District property in connection with the services and/or materials to be provided under this contract has committed any of the crimes identified in of the Rockford Park District's "Criminal History Check, Arrest, and Conviction Policy,"
- B. The contractor/vendor maintains a workplace drug and alcohol policy that applies to all contractor personnel used by contractor/vendor to perform this contract or who is otherwise being placed on Rockford Park District property in connection

with the services and/or materials to be provided under this contract. As part of this policy, the contractor requires that whenever there is reasonable suspicion (based upon observed behavior on the job, credible information of possession or use, etc.) to suspect that contractor personnel may be under the influence of drugs and/or alcohol, the contractor personnel shall be immediately removed from Rockford Park District property, may be subjected to substance abuse testing in keeping with the contractor's/vendor's policy and shall not be assigned to the Rockford Park District under this contract absent assurances that the contractor personnel is no longer under the influence of drugs and/or alcohol.

13. REVISED CLEAN AIR ORDINANCE OVERVIEW

As it is stated, the CLEAN AIR ORDINANCE prohibits smoking *entirely* at Park District facilities, parks, museums, and any Park District property with the exception of public golf courses where adult smoking is permitted beyond 50 feet of enclosed/partially-enclosed spaces on golf course playing fields, in the company of consenting adults and absent assembly by the general public. Smoking will also be prohibited at select youth-specific golf areas such as Alpine Hills Golf Center and the Learning Links at Ingersoll Golf Course. The ordinance specifies the exclusion of any "lighted or vaporized substance in any manner or form," including cigars, cigarettes, pipes, and e-cigarettes.

14. CLEAN CONSTRUCTION DEMOLITION DEBRIS

All clean construction and demolition debris and uncontaminated soil shall be recycled or reused within the job site if suitable or disposed of in a licensed landfill as allowed by local laws and regulations, State or Federal solid waste disposal laws and regulations and solid waste determinations of the IEPA. The contractor is responsible for the assessment, waste determination profiling, and proper disposal of all excess soil and subsurface materials that are not able to be re-used on the project site as suitable clean fill. Contractor responsibility's shall include all required media sampling, laboratory analysis, disposal profiling fees, transportation, and disposal tipping fees and surcharges.

15. BUILDING AND ZONING CODES

Contractors or vendors should be aware that the Rockford Park District is required by state law to follow and adhere to all city building and zoning codes. Any permits that are needed for the installation of construction of any work included under this contract and which are required by the authorities of the jurisdiction shall be obtained and paid for by the Contractor following those ordinances, regulations, and codes which require the permits. If the authorities of the jurisdiction require inspection at certain times during the installation, the Contractor shall arrange for, and be present at, any such inspection.

16. TRAINING REQUIREMENTS

Compliance with participation in apprenticeship and training programs is defined in the following three areas:

- A. The company must be a member in good standing with an association or union that has the capacity to offer apprenticeship programs that are approved by the Department of Labor (DOL).
- B. The company must have employees who have completed a program and have an industry issued, nationally recognized credential that certifies occupational proficiency. A Journeyman's card would represent the employee's successful participation in a program.
- C. The company must have access to an apprenticeship or similar DOL-approved program to allow new employees opportunities to learn the work to be performed on a public works project.

17. FAIR EMPLOYMENT

Bidder's signature on the Bid Offer Form will be construed as acceptance of and willingness to comply with all provisions of the acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residents of the State of Illinois, and discrimination and intimidation of employees. Provisions of said acts are herein incorporated by reference and become a part of this proposal and specifications.

18. ENVIRONMENTALLY PREFERABLE PURCHASING

Environmentally preferable purchasing refers to the procurement of products and services that have the least adverse effect on human health and the environment when compared with competing products or services that serve the same purpose. Products identified as having the least adverse effect on human health and the environment are referred to as environmentally preferable products (EPPs). Bidders able to supply environmentally preferable products that meet performance requirements are encouraged to identify the products in the bid. The RPD prefers to purchase recycled-content products rather than non-recycled products whenever price, quality, and availability are comparable.

19. NON-DISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure

Equal Employment Opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the Non-Discrimination Clause.

20. WARRANTY / GUARANTEE

On all "equipment" bid awards, vendor must provide the Rockford Park District with two (2) copies of the warranty/guarantee information.

21. NON-BARRED BIDDING

The Bidder is not barred from bidding on this Contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating.

The Bidder, by signing the Bid Offer Form, acknowledges, understands and abides by all of the above "General Conditions of All Bids".

TERMS AND CONDITIONS OF THIS BID

1. PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS

Simultaneously with the delivery of the executed contract, and no more than fourteen (14) calendar days after the Park District issues an award notification, the successful bidder must furnish a 100% Performance and Payment bond for any public work of any kind costing over \$50,000.00, issued by a duly authorized Surety Company authorized to do business in the State of Illinois, and satisfactory to Owner and pursuant to The Public Construction Bond Act 098-0216, (30 ILCS 550/1) (from Ch. 29, par. 15).

The laws of the State of Illinois shall govern the contract awarded to the successful bidder.

The place of the contract will be the County of Winnebago, State of Illinois, whose courts, on the event of a dispute, shall have jurisdiction over the parties.

The bidder who is awarded the contract shall comply with all laws of the United States of America, the State of Illinois, and the cities and villages in which the work is to be performed.

2. CONSTRUCTION SCHEDULE

Upon request bidder shall submit an estimated Construction schedule listing milestone dates and completion dates of major site features.

3. CHANGE ORDERS

For all Change Order additions after contract award, a 6% allowance for profit and overhead shall be allowed over actual cost.

For all Change Order deducts after contract award, 4% over actual cost shall be required as a deduction for unearned profit and overhead.

Unit Bid costs shall have profit and overhead included in the unit cost. All Change Orders employing Unit Bid costs shall be billed at unit costs only with no additional allowance for profit and overhead.

4. PROGRESS PAYMENTS

Based upon Application of Payment submitted to the Owner by the successful bidder; the Owner shall make progress payments on account of the Contract Sum to the successful bidder. All invoices for Prevailing Wage work must be submitted with CERTIFIED PAYROLL RECORDS. The Park District will not pay any invoice for

prevailing wage work that does not have appropriate certified payroll records attached. Standard payment terms are net 30 days, upon receipt of application for payment. Lien waivers, for the full contract amount from the prime contractor, and for the respective subcontract amounts from all sub-contractors and material suppliers shall be delivered to the owner prior to, or simultaneously with, the owner's release of payment for the contract work. Payments will be in full upon satisfactory completion of work, unless otherwise specified. There will be a 10% retainage on progress payments until all punch list items are completed to the Owner's satisfaction.

5. FINAL PAYMENT

The Owner shall make final payment within thirty (30) days after completion of the work, provided the Contract be then fully performed and accepted by the owner's representative.

6. ENUMERATION OF BID DOCUMENTS

The bid documents are as noted in Paragraph #7 of the Terms and Conditions, and are enumerated on the attached sheets (drawings, specifications, etc.)

7. BID DOCUMENTS

The bid package consists of the following: General Conditions; these Terms and Conditions, the drawings, the specifications, and all Addenda issued prior to the bid closing. The successful bidder will be requested to enter into one of two Standard Forms of Agreements used by the Rockford Park District. The agreements are ConsensusDOCS 200, 2012 Edition or one similar to the AIA Documents A107. Both documents are available for inspection at the District Office, 401 South Main Street, Rockford, Illinois, 61101. A current copy of the Illinois Department of Labor Prevailing Wage Rates can be obtained from the following website: http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx.

8. STATEMENT OF CONTRACTOR'S QUALIFICATIONS

The Rockford Park District shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the obligations under the Contract, and the bidder shall furnish the Rockford Park District all such information and data as it may request. Bidder shall submit with the bid, a complete subcontractors list on the form included with this bid offer for approval by Owner. If awarded the bid, and Owner has made no objections to the subcontractors, no changes shall be made to the list without prior authorization from the owner. The Rockford Park District reserves the right to reject any bid where an investigation of the available information does not satisfy the Rockford Park District that the Bidder is qualified to carry out properly the term of the Contract.

9. NONDISCRIMINATION PROVISIONS

During the performance of the agreement, the successful bidder will agree 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 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 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 provision of this nondiscrimination clause.
- B. The contractor will, in all solicitations and 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 the contractor has a collective bargaining agreement or other contract or understanding. a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 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 furnish all information and reports required by Executive Order No. 11246 September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the company's books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- E. In the event of the contractor's failure to comply with the Nondiscrimination Clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, 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 No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided for by law.

F. 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 No. 11246 of September 24, 1965, so that 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 contracting agency 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 a subcontractor or a vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The obligations contained herein apply to products provided by the Supplier, its subcontractor or any third party involved in the creation of the products to be delivered to the Rockford Park District under this Contract. Failure to comply with any of the obligations contained herein, may result in the Rockford Park District availing itself of all its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default.

The warranties contained herein are separate and discrete from any other warranties specified in this contract, and are not subject to any disclaimer or warranty or limitation of Supplier's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

The Bidder, by signing the Bid Offer Form, acknowledges, understands and abides by all of the above "Terms and Conditions of All Bids".

INSURANCE REQUIREMENTS FOR CONTRACTORS

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS ATTACHED. IT IS HIGHLY RECOMMENDED THAT THE BIDDER CONFERS WITH ITS RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Contractor shall procure and maintain for the duration of the contract and for as long as the attached requirements say after completion of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A Certificate of Insurance, with "Additional Insured Endorsement 2010" attached, is required by the Rockford Park District. The Bidder must require its insurance company to list the Rockford Park District as "Additional Insured". In the "Description of Operations/Locations/Vehicles/Special Items" section of the Certificate it must state: "Rockford Park District is additional insured per Additional Insured Endorsement 2010 for services rendered on Rockford Park District properties".

INSURANCE REQUIREMENTS

ROUTINE CONSTRUCTION, MAINTENANCE AND REPAIR PROJECTS

Contractor shall obtain insurance of the types and in the amounts listed below.

1. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

2. Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

3. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and nonowned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

4. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The Rockford Park District requires Illinois workers compensation statutory limits.

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

5. General Insurance Provisions

A. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance will result in termination of this Contract at Owner's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owner's written request for said copies.

B. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

C. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

E. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

6. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and the officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of the ongoing operations performed for that insured.

The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each project away from premises owned by or rented to the respondent.

CG 20 10 10 93 Copyright, Insurance Services Office, Inc. 1992

XIII.F.3

PROJECT SCHEDULE

Bid packages available to the public	3/21/18
Pre-Bid Conference	3/27/18
Bids due	4/4/18
Leadership Team Approval Dates	4/9/18 and 4/16/18
Board of Commissioner's Approval	5/1/18
Contract Awarded	5/2/18
Award Notifications to Bidders	5/2/18
Collection of Contract Documents	5/16/18
Notice to Proceed	5/16/18
Construction Start date	5/18/18
Rockford Park District Project Close-out / Completion	9/21/18
Winnebago County Project Close-out / Completion	10/15/18

TECHNICAL SPECIFICATIONS

SEAL COATING

A. SCOPE OF WORK

The Contractor shall furnish all labor, equipment and material to prepare asphalt pavements and install a specified seal coat process at various RPD sites which may include but not be limited to parking lots, driveways, recreations paths, roads and sports courts.

Note: The bidder shall provide manufacturers specifications with the completed bid.

Locations for Winnebago County will be determined at a later date.

B. PRODUCTS

1. Coal Tar Emulsion Pavement Sealer

Shall meet or exceed the following specifications:

Federal ASTM D 5727 (replaces Federal Specification R-P-355E)

With 3% Tarmax admixture or equivalent

And 4-5 pounds of #3060 Black Beauty slag or equivalent per gallon.

2. Crack Sealant

Shall meet the following specifications:

Hot rubberized joint filler meeting Federal specification ASTM D3405.

Apply coating of Black Beauty Slag or equivalent, as needed in pedestrian traffic areas.

3. Pavement Marking

Shall meet the following specification:

a. Acrylic water born paint meeting federal specification TTPI952B at a rate of 15 mils wet film thickness. (WHITE)

C. PREPARATION

1. Crack Sealing

Identify cracks 1/8" to 1" in width to be sealed. Prepare cracks by blowing clear with highly compressed air and drying with a heat lance. Cracks must be dry. Apply sealant as shown on Detail Sheet. Identify unsound oil spots softened by fuel or oil. Notify Owner if this condition exists.

2. Cleaning

All surfaces to be sealed shall be cleaned and free of debris prior to applying any primer coats or sealer. All loose debris shall be swept and/or vacuumed to be removed from the site. Debris shall not be blown or swept onto adjacent surfaces.

3. Oil Spots

Clean oil spots and treat with oil spot primer.

D. PROTECTION

Protect all adjacent surfaces such as curbs, walks, fences, buildings and lawns from receiving any primer or sealer. Contractor will be required to clean off any areas of overspray prior to leaving site.

E. APPLICATION

1. Coal Tar Emulsion Sealer

- a. After cracks have been filled, apply first coat of the Coal Tar Emulsion Sealer with the squeegee method. After the first coat has sufficiently set up or dried, a second coat shall be applied with the spray method. A 24-hour drying time is required prior to any striping or pavement marking applications.
- b. Apply primer with a diluted mixture of one (1) part primer and two (2) parts water at the rate of 0.03 to 0.06 gallons per square yard.

2. Pavement Markings

After sufficient seal coat drying time, pavement markings may be applied. Unless otherwise noted, areas should be striped in their original configuration with the same colors (yellow or white) with the following exception; all parking lot striping within the city limits of the City of Rockford shall be white.

Apply all paint in accordance with manufacturer's instructions for equipment, temperature, surface coverage, and curing time. Paint for all striping will be 4" width except for basketball courts, which will be 2" width. Acrylic water born paint meeting federal specification TTP1952B at a rate of 15 mils wet film thickness. (WHITE).

Accessible stalls and diagonals paint will be 4" width - yellow.

Centerline stripe for recreation paths is 4" wide solid stripe pattern. Path paint color is yellow.

F. CLEAN UP

All primer, sealer or paint must be removed from any surfaces that did not require or were not intended to receive either.

G. SCHEDULE

- 1. Preparation and application are requested at the first possible date conditions allow and will have to be phased for continuous patron use of the areas specified.
 - a. Where applicable, an acceptable amount of parking must be available at all times. This will be determined by Owner prior to and relating to the start date.

H. WARRANTY

1. Work shall be under a one (1) year warranty against flaking, chipping and abnormal wear.

WORK DESCRIPTIONS FOR ROCKFORD PARK DISTRICT

BASE BID:

1. ALPINE PARK PARKING LOT – 950 South Alpine Rd.

A. <u>Seal Coat Parking Lot</u> – This lot is located between the swimming pool and the playground, near the tennis courts. Enclosed map will show work site location. Clean, crack fill, seal coat and stripe entire parking lot per specifications. This parking lot is approximately 35,500 SF.

2. ALPINE POOL PARKING LOT – 4310 Newburg Rd.

A. <u>Seal Coat Parking Lot</u> – This lot is located south of the swimming pool. Enclosed map will show work site location. Clean, crack fill, seal coat and stripe entire parking lot per specifications. This parking lot is approximately 32,000 SF.

3. BROOKVIEW SCHOOL PATHS – 1788 Madron Rd.

A. <u>Seal Coat Paths</u> – These paths are located west and north from the Brookview School. Enclosed map will show work site location. Clean, crack fill and seal coat entire path areas per specifications. These paths are approximately 6,500 SF.

4. DAHLQUIST PARK PATHS and BASKETBALL COURT – 3251 Oak Grove Ave.

- A. <u>Seal Coat Rec Path</u> This rec path is located in Dahlquist Park. Enclosed map will show work site location. Clean, crack fill, seal coat and stripe entire path per specifications. This path is approximately 26,400 SF.
- B. <u>Seal Coat Basketball Court</u> This basketball court is located just south of the parking lot and tennis courts. Enclosed map will show work site location. Clean, crack fill, seal coat and stripe entire court per specifications. This court is approximately 6,000 SF.

5. EKBERG PINE MANOR PARK BASKETBALL COURTS – 3750 Balsam Ln.

A. <u>Seal Coat Basketball Court</u> – These courts are near the cul-de-sac at the end of Balsam Ln. Enclosed map will show work site location. Clean, crack fill and seal coat entire basketball court areas per specifications. Basketball court shall be striped exactly as current layout. These paths and court areas are approximately 8,650 SF.

6. LIBERTY PARK PARKING LOT – 1555 Morgan Street

A. <u>Seal Coat Parking Lot</u> – This parking lot is located at the corner of Central and Morgan Street. Enclosed map will show work site location. Clean, crack fill, seal coat and stripe entire parking lot per specifications. Accessible stalls

to be striped exactly as attached layout. This parking lot is approximately 24,700 SF.

7. LOCKWOOD PARK PARKING AND ROADWAYS – 5201 Safford Rd.

A. <u>Seal Coat Parking Lot</u> – This parking area and roadway is located in front of the Trailside Center building. Enclosed map will show work site location. Clean, crack fill and seal coat entire area per specifications. This parking/roadway area is approximately 7,200 SF.

8. LOVES PARK PLAYGROUND PARKING LOT – 5100 Louisa Street

- A. <u>Seal Coat Parking Lot</u> This parking lot is located off Pearl Avenue, west of the tennis courts. Enclosed map will show work site location. Clean, crack fill, seal coat and stripe entire parking lot per specifications. Accessible stalls to be striped exactly as current layout. This parking lot is approximately 23,750 SF.
- B. <u>Seal Coat Paths and Basketball Court</u> These paths run east and south from the parking lot. The basketball court is located east of the parking lot. Enclosed map will show work site location. Clean, crack fill and seal coat entire path areas and basketball court per specifications. Basketball court shall be striped exactly as current layout. These paths and court areas are approximately 19,750 SF.

9. OLSON PARK PARKING LOT AND PATHS – 7901 Harlem Rd.

- A. <u>Seal Coat Parking Lot</u> This parking lot is located near the barn shelter. Enclosed map will show work site location. Clean, crack fill, seal coat and stripe entire parking lot per specifications. Accessible stalls to be striped per attached specifications. This parking lot is approximately 13,600 SF.
- B. <u>Seal Coat Parking Lot</u> This parking lot is located south of the barn shelter near the dog park. Enclosed map will show work site location. Clean, crack fill, seal coat and stripe entire parking lot per specifications. Accessible stalls to be striped exactly as current layout. This parking lot is approximately 2,750 SF.
- C. <u>Seal Coat Paths</u> These paths are located north of the parking lot. Enclosed map will show work site location. Clean, crack fill and seal coat entire path areas per specifications. These paths are approximately 12,500 SF.

10. PURI PARK PARKING LOT AND PATHS – 3700 Scarlet Oak Drive

A. <u>Seal Coat Parking Lot</u> – This parking area is located on Scarlet Oak Drive. Enclosed map will show work site location. Clean, crack fill, seal coat and stripe entire parking area per specifications. Accessible stall to be striped according to attached specifications. This parking lot is approximately 1,300 SF. B. <u>Seal Coat Paths</u> – These paths run east and west from the parking lot. Enclosed map will show work site location. Clean, crack fill and seal coat entire path areas per specifications. These paths are approximately 16,350 SF.

11. ROY GAYLE PARK PARKING LOT – 903 South Meridian Rd.

A. <u>Seal Coat Parking Lot</u> – This parking lot is located on the west side of the Park. Enclosed map will show work site location. Clean, crack fill, seal coat and stripe entire parking lot per specifications. Accessible stalls to be striped exactly as current layout. This parking lot is approximately 24,000 SF.

12. SANDY HOLLOW PARKING LOT – 2670 Sandy Hollow Rd.

A. <u>Crack Fill Parking Lots</u> – These parking lots are located at the Sandy Hollow clubhouse and maintenance buildings. Enclosed map will show work site location. Clean and crack fill **only** per specifications. No seal coating or striping. This linear foot estimate is 1,500 and is included in the total estimate for hot rubber crack fill on the unit cost form

13. SINNISSIPPI ETHYL PARKWAY PARKING LOT – 1200 North Second Street

- A. <u>Seal Coat Parking Lot</u> This parking lot is located west of the Nicholas Conservatory parking lot entrance. Enclosed map will show work site location. Clean, crack fill, seal coat and stripe entire parking lot per specifications. Accessible stalls to be striped exactly as current layout. This parking lot is approximately 41,000 SF.
- **14.** Specific locations for Winnebago County will be identified by Winnebago County after award of their section of the bid.

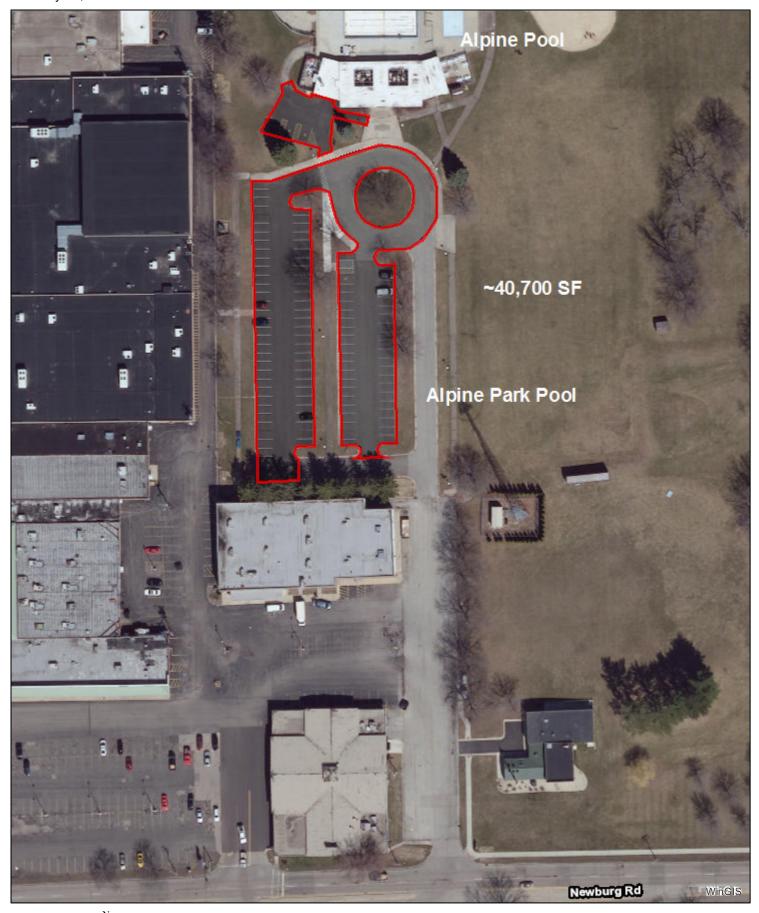




100 200 Feet



Bid Non-18-2194-0 on Park District and Winnebago County Locations Seal Coating Services at Amieus Rockford Park District and Winnebago County Locations





100 200 Feet



Bid Non-18-27-194-bont Purchase of Seal Coating Services at Amieus Rockford Park District and Winnebago County Locations

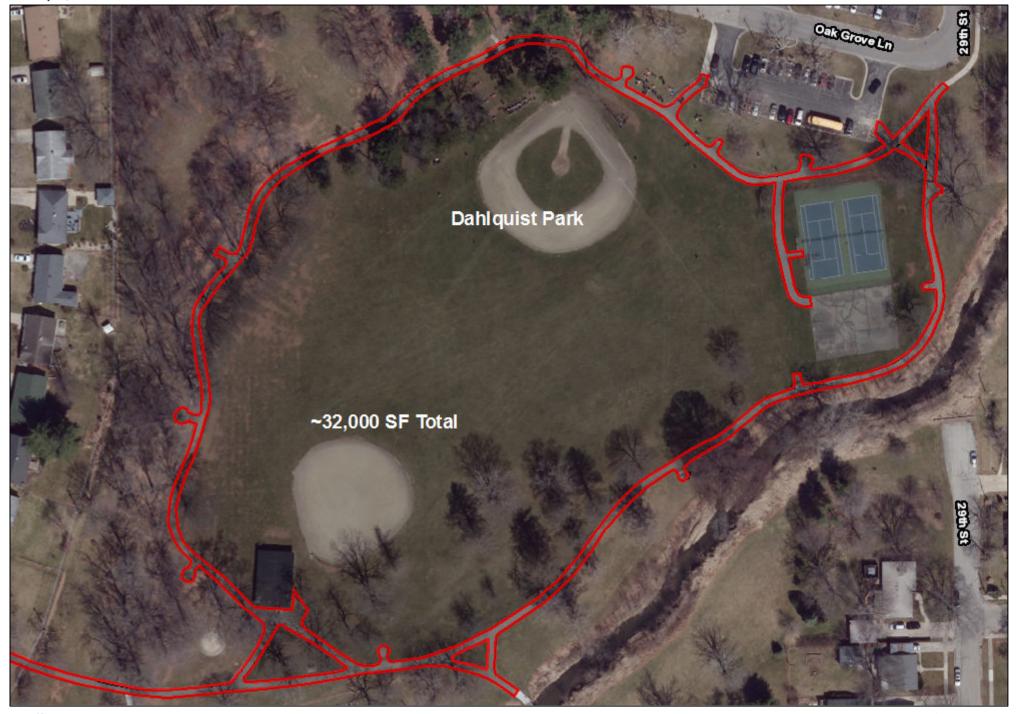


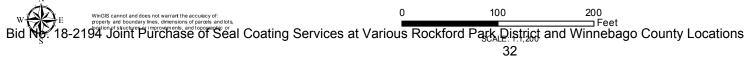
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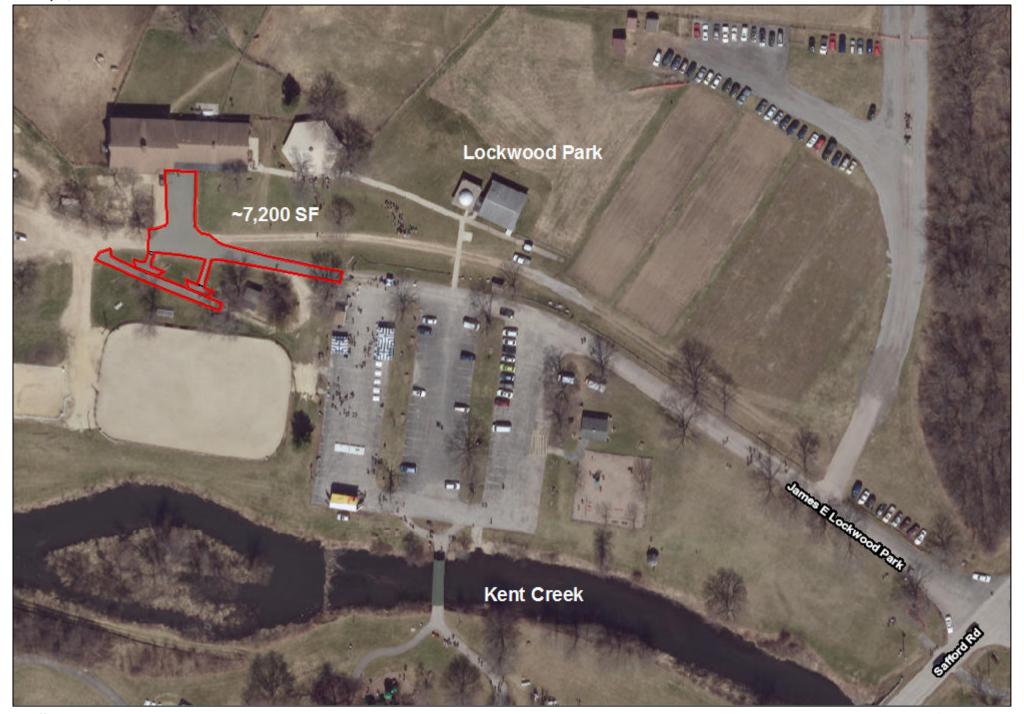




37.5 75 Feet



Bid Non-18-21-94 Doint Purchase of Seal Coating Services at Various Rockford Park District and Winnebago County Locations



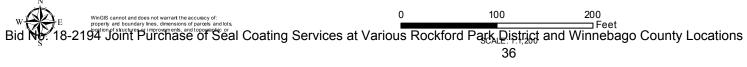














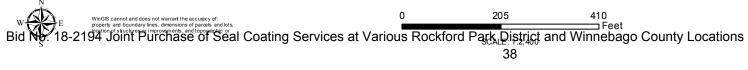
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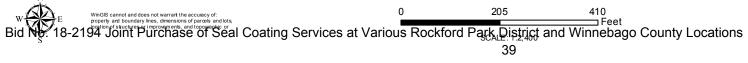


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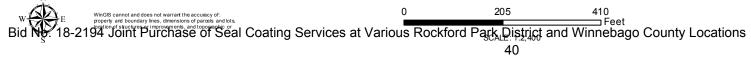


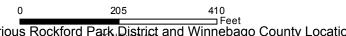


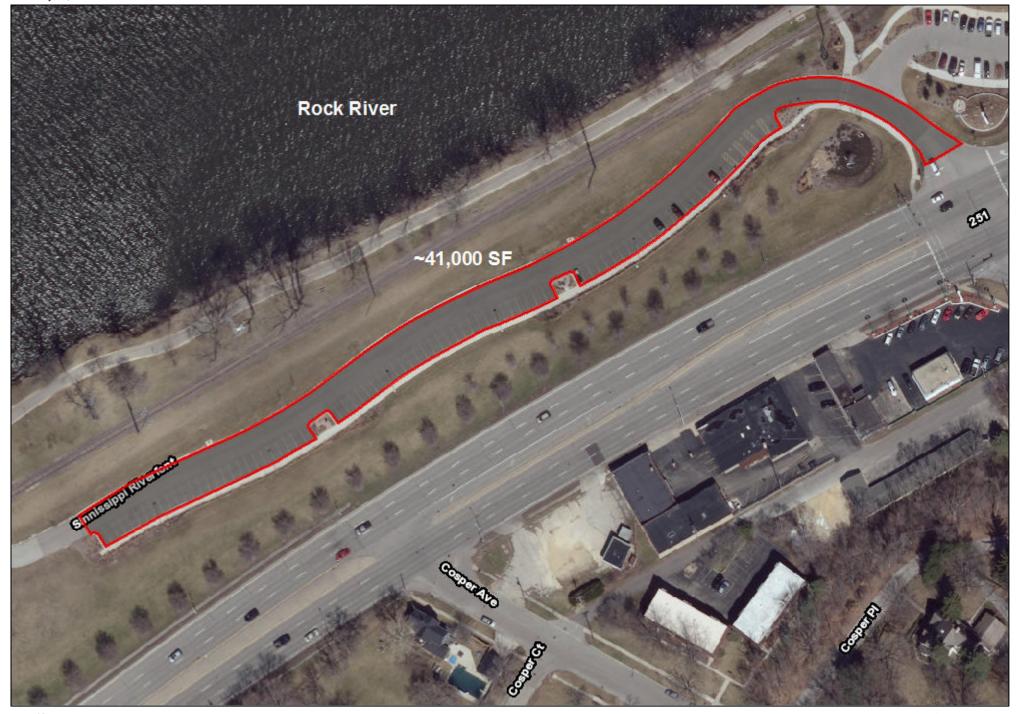




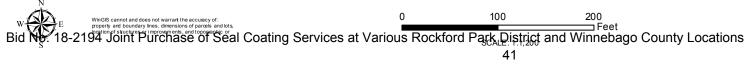




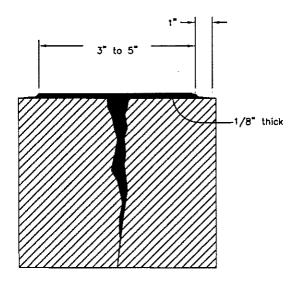












CRACK SEAL

NOT TO SCALE

paint in accordance with the markings shall be yellow traffic Accessible Parking Space Layout Plan Illinois Accessibility code. Accessible parking space line 18' MIN., 20' PREFERED portion of space centered in vehicle Wheelchair symbol (See Detail) IDOT Standard Sign EQUAL | |-| |-Standard Striping and Sign for Rockford Park District Accessible **Parking** EQUAL 5'-0" 60" Max. N. A*cce*ssible Parking Space Sign 5'-0" \$250 FINE RESERVED **ACCESSIBLE PARKING** X \bar{S} SIBLE One (1) Van Accessible Stall Space Sible Parking Space Sible Parking Space Stall Space Sible Parking Spaces at Various Rockford Park District and Winnebago County Locations 43 401 South Main Street Rockford, Illinois 61101-1321 (815) 987-1649

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Vendor's Name	

ROCKFORD PARK DISTRICT BID OFFER FORM

To the Rockford Park District:

The undersigned declares he has carefully examined the General Conditions, Technical Specifications, Maps, Terms and Conditions, and Bid Offer Form for the Seal Coating Projects at Various Locations in Rockford, Illinois and hereby agrees to provide the required services in accordance with this quote and all attachments, exhibits, etc. Bidder understands that final payment amount is based on actual quantity of product applied or installed.

1. Rockford Park District Asphalt Seal Coating Base Bid

Item					
No.	Item	Units	Quantity	Unit Price	Total
1	Hot Rubber Crack Fill	linear foot	13,000		
2	Seal Coat – First Coat Squeegee	square foot	363,950		
3	Seal Coat – Second Coat Spray	square foot	363,950		
4	Parking Stall Single Line Striping	per stall	534		
5	Stripe Solid Single Center Line	linear foot	3,225		
6	Stripe ADA Stall and Access Isle	per stall	27		
7	ADA Sign and Post	per sign	1		
8	Basketball Court Striping	per court	3		
				Total:	

Quantities listed are estimates. Final payment will be based on actual quantities.

If any alternate locations are accepted, cost will be determined on unit costs provided on this form.

Can meet completion date of September 21, 2018 for all locations?Yes	No
3. If No, please provide alternate completion date:	

Vendor'	s Name	

WINNEBAGO COUNTY BID OFFER FORM

To the Rockford Park District on behalf of the County of Winnebago:

The undersigned declares he has carefully examined the General Conditions, Technical Specifications, Terms and Conditions, and Unit Cost Form for the Asphalt Seal Coating at sites TBD in Winnebago County and hereby agrees to provide the required services to the County of Winnebago in accordance with this unit price quote. Bidder understands that final payment amount is based on actual quantity of product applied or installed. All quantities are estimated at this time.

1. Winnebago County Asphalt Seal Coating Base Bid

Item					
No.	Item	Units	Quantity	Unit Price	Total
1	Hot Rubber Crack Fill	linear foot	2500		
2	Hot Rubber Crack Fill	square foot	5000		
3	Seal Coat – First Coat Squeegee	square foot	50,000		
4	Seal Coat – First Coat Squeegee	square foot	150,000		
5	Seal Coat – Second Coat Spray	square foot	50,000		
6	Seal Coat – Second Coat Spray	square foot	150,000		
7	Parking Stall Single Line Striping	per stall	100		
8	Parking Stall Single Line Striping	per stall	250		
9	Stripe Solid Single Center Line	linear foot	500		
10	Stripe ADA Stall and Access Isle	per stall	1		
11	ADA Sign and Post	per sign	1		
				Total:	

Note: Quantities listed are estimates and will be used by the County when calculating the TBD project costs for each job. All payments will be based on actual units and product applied for each TBD job.

2. Can meet completion date of October 15, 2018?Yes _	No
3. If No. please provide alternate completion date:	

Statement of warranty / guarantee (Specify length of warranty and provide description of what is covered, i.e. Parts and labor):				
Addendum	(s) Receipt: Acknowledge the receip	t of Addendum to inclusive.		
REFEREN Contractor project.		type work that would qualify your firm for this		
	Company Name / Address	Contact Person and Phone No.		
1				
2				
3				
Employme Rights num	nt Practices Law is:	or Public Contracts number under the Fair (We do not have a State of Illinois Human ieu thereof, we will make application at (312) his bid opening.)		
	Check box i	f you are making application.		

The undersigned has checked the plan(s), specifications, and the above figures and accepts responsibility for any errors or omissions in effecting coverage based on these specifications as submitted on the Bid Offer Form.

It is understood and agreed that the Rockford Park District reserves the right to accept or reject any or all bids and to waive informality in any bid received.

Certified Payroll Records

The Rockford Park District requires the payment of prevailing wages. All invoices for Prevailing Wage work must be submitted with <u>CERTIFIED PAYROLL RECORDS</u>. The Park District <u>will</u> <u>not pay</u> any invoice for prevailing wage work that does not have appropriate certified payroll records attached. The contractor and all subcontractors shall pay Prevailing Wage rates to employees as required and stipulated by Federal, State and Local laws.

Please complete the checklist below and include any required attachments. Failure to respond to any item may result in a delay in awarding of the contract or may result in being disqualified.

	1	
Contractor shall comply with the responsible bidder	\/50	NO
ordinance for any public works project over \$10,000.	YES	NO
Does the contractor :		
Follow Equal Opportunity Employer provisions for		
workforce?		
Have any tax liens or tax delinquencies in last 5 years?		
Remain compliant with all provisions of the IL		
Substance Abuse Prevention on Public Works Act?		
Require sub-contractors to be in compliance as		
well with the responsible bidder ordinance?		
Have any history of suspension or revocation of		
professional or trade license? Provide copy of current		
license if state law or local ordinance requires		
licensure?		
Have a current Certificate of Insurance on file that is		
valid for the time frame of the project with the Park		
District? (To be supplied to RPD upon award.)		
Participate in contractor's safety and health activities		
and programs?		
Respondent participates in contractor's safety and		
health activities and programs which includes a written		
safety policy and a written safety manual in place and		
will be able to furnish both upon request.		
Federal Employer Tax Identification Number or Social		
Security Number (for individuals)		
Registration with IL Department of Revenue		
UI account number		
Contractor shall indicate whether individuals on the		
project are classified as either (i) an employee or (ii) an		
independent contractor under all applicable state and		
federal laws and local ordinances.		

be	best of the contractor's knowledge.
	e following documents are required are to be included with this Bid Offer Form. Please dicate that they are attached:
1.	Contractor has submitted the documents for prequalification? Yes No_
	(Prequalification is an annual process. If your firm has not submitted for 2018 please answer "no".)
2.	Completed Safety and Health Questionnaire is attached? (To be
	completed and included with each bid) Yes No_
3.	Certificate from US DOL indicating participation in apprenticeship
	programsAttachedOn file
4	Copy of trade or professional license if required

By signing this form, the contractor certifies that all statements made are valid and true to

Contractor Safety Qualification Questionnaire

Date of Submittal:	
Specify Type of Contractor: Check all that apply.	
Construction Manager General Contractor Self-Performing General Contractor Specialty Contractor: Check all that apply. a Electrical b Hazardous Abatement c HVAC d Roofing e Other, Specify:	
Company Name:	
Address:	
City/State:	Zip Code:
Business Phone: ()	Fax: ()
As the authorized representative of the company, I contractor safety qualification questionnaire is true falsification of information may result in debarment law.	and correct. I understand that willful
Authorized Representative:(Print Last, First and MI)	
Title:	
Signature:	Date:
Name of Representative Completing Form:	
Title:	Business Phone: ()
Previous Calendar Year Work Hours:	
Provide the following information using the last three	e (3) years OSHA 300 forms
During the previous three (3) calendar years to the work related fatality to your work force?	
If yes, describe incident(s), date(s) and location of vapaer and attach to this document.	work related fatality(s) on a separate piece of
Total OSHA Recordable Incident Rate:	

Total OSHA Severity Rate:			
Identify your company's Experience N	Modification Rate	(EMR) for the	last three (3) years.
Year Year Year	EMR		
Has your company received any regulations during the previous two (2) of			
If yes, please explain:			

The undersigned declares that this bid is made without any connection with any person making another bid for the same contract, that the bid is in all respects fair and without collusion or fraud, that no member of the Board of Rockford Park District or other officer of said Park District, or any person in the employ of said Park District is directly or indirectly interested in this bid, or in any portion of the profits thereof. The undersigned certifies that all statements made are valid and true to be best of their knowledge.

Name of Company or Firm Providing Bid				
Address				
Oli .				
City	State	Zip+4		
(Name Typed)	Title			
Phone Number	Fax Numb	per		
Cell Phone Number	E-mail Address			
Bid Offer Form is not valid unless	signed by company officer:			
Signature of Company Officer (S	Signature Required)	Date		

SUBCONTRACTORS LIST

The bidder shall enter the names and the type of work to be done in the Subcontractors List which follows for each Subcontractor that the Bidder proposes to use for the work who will be providing work for an agreed price of five percent (5%) or greater of the amount Bid.

Only one (1) Subcontractor shall be listed for each work item. Upon award of a Contract, the named Subcontractors shall be employed to perform the work, unless the Owner specifically authorizes changes. Failure to furnish all information requested may render the Bid non-responsive if it is determined that such omission is material by affording the Bidder a substantial advantage over other Bidders.

Except as otherwise specifically stated by the Bidder in this Section, omission of any names of Subcontractors herein shall constitute an affirmative representation and statement that the Bidder proposes to use the company's own work forces for most of the work such that will no Subcontractors will provide work in the amount of five percent (5%) or greater of the amount Bid.

Subcontractor Name	Work	Price
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

By:	

Label for Sealed Bid Envelope

Cut out and tape label below to the lower left hand corner of the return sealed Bid envelope.

Return To: 401 South Main Street Rockford, IL 61101

Bid No. 18-2194

Do Not Open Until Wednesday 4/4/18 @ 2:00 p.m.