

Firm Name: _____

BID FP # 21B-2129

I

CALL FOR BIDS

**INSTRUCTIONS AND SPECIFICATIONS
FOR**

KLEHM ARBORETUM ASPHALT PAVING PROJECT

The Board of Commissioners of the Forest Preserves of Winnebago County will receive sealed bids in the Winnebago County Forest Preserve District Headquarters, 5500 Northrock Drive, Rockford, Illinois 61103, until **10:00 AM on , July 16, 2021.**

A public opening and reading will be held at this date and time.

A MANDATORY Pre-Bid meeting will be held on Wednesday, July 7, 2021 at 10:00A.M. at Klehm Arboretum, 2715 South Main Street, Rockford, IL. 61102.

ALL BIDS MUST BE ENCLOSED IN SEALED ENVELOPES MARKED:

**“KLEHM ARBORETUM ASPHALT PAVING PROJECT”
10:00 A.M., July 16, 2021**

The Board of Commissioners reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Information is available from the Purchasing Department, Winnebago County Administration Building, 404 Elm Street, Room 202, Rockford, Illinois 61101. Telephone (815) 319-4380, E-Mail purchasing@wincoil.us

The documents constituting component parts of the Bid Form are the following:

- I Call for Bids**
- II Requirements for Bidding and Instructions to Bidders**
- III Information Sheet**
- IV Detailed Specifications**
- V Bid Forms**

Legal Advertisement for Bids published in the Rockford Register Star on June 25, 2021, or visit our website <http://wincoil.us/> or the Forest Preserve website <http://winnebagoforest.org/>.

II

REQUIREMENTS FOR BIDDERS AND INSTRUCTIONS TO BIDDERS

PREPARATION OF PROPOSAL

The Bidder/Contractor must submit his proposal on forms furnished by the Purchasing Department. All blank spaces on the proposal form must be filled in. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership, or signed in the name of a corporation by an officer whose title shall be stated. Bids or proposals shall be sealed in an envelope and marked as required in the instructions. The bid or proposal is contained in these documents and must remain attached hereto when submitted.

TAXES NOT APPLICABLE

The Winnebago County Forest Preserve District as a Governmental Unit pays neither Federal Excise nor Illinois Retailers Occupational Tax, and therefore those taxes should be excluded from quotation. Illinois Exemption E9992-3483-06.

PROMPT PAYMENT ACT

The bid should provide that all payments are subject to the Local Governmental Prompt Payment Act.

FREEDOM OF INFORMATION

Any responses and supporting documents submitted in response to a bid or proposal will be subject to disclosure under the Illinois Freedom of Information Act.

WITHDRAWAL OF BIDS OR PROPOSALS

Any Bidder/Contractor may withdraw his proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of bids by signing a request therefore. However, no Bidder/Contractor shall withdraw or cancel his proposal for a period of sixty (60) calendar days after said advertised closing time for the receipt of bids or proposals; the successful Bidder/Contractor shall not withdraw nor cancel his bid or proposal after having been notified the Director of Purchasing that said bid or proposal has been accepted by the Forest Preserve Board of Commissioners.

CATALOGS

Each Bidder/Contractor shall submit catalogs, descriptive literature and detailed drawings, where applicable, to fully illustrate and describe the material and/or work he proposes to furnish.

CANCELLATION

The Winnebago County Forest Preserve District reserves the right to cancel any contract in whole or in part without penalty due to failure of the Bidder/Contractor to comply with terms, conditions, and specifications of this contract.

COST OF BID OR PROPOSAL

Expenses incurred in the preparation of proposals in response to this bid or proposal is the Bidder/Contractor's sole responsibility

II

REQUIREMENTS FOR BIDDERS AND INSTRUCTIONS TO BIDDERS (CONTINUED)

USE OF TRADE NAMES

In cases where a specified item is identified by a manufacturer's name, trade name, or other references, it is understood that the Bidder/Contractor proposes to furnish the item identified. If the Bidder/Contractor proposes to furnish an "equal," the proposed "equal" item must be so indicated in the written bid or proposal. The County shall be the sole determiner of the equality of the substitute offered.

DEVIATIONS, EXCEPTIONS OR ALTERNATES

Deviations, exceptions or alternates from terms, conditions, or specifications shall be described fully, on Bidder/Contractor's letterhead, signed, and attached to the Request for Bid or Proposal. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and the Bidder/Contractor shall be held liable. Bidders/Contractors are cautioned to avoid making deviations and exceptions to the specifications, which may result in rejection of their bid or proposal. If deviations, exceptions or alternates are submitted, it is the Winnebago County Purchasing Director's sole and final decision whether specifications have been met and will be considered for award.

CASH DISCOUNTS

In determination of award, cash discounts will only be considered when all other conditions are equal.

ORDERING

Purchase orders shall be placed directly to the Bidder/Contractor by an authorized agency. No other purchase orders are authorized.

COMPLIANCE WITH LAWS

All services, work and materials that in any manner affect the production, sale, or payment for the product or service contained herein must comply with all federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders in effect now or later and whether or not they appear in this document, including those specifically referenced herein. The successful Bidder/Contractor must be authorized to do business in the state of Illinois, and must be able to produce a certificate of good standing with the state of Illinois upon request.

Bidder/Contractor must obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Bidder/Contractor must require any and all Subcontractors to do so. Failure to do so is an event of disqualification and/or default and may result in the denial of this bid and/or termination of this Agreement.

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 County 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

II

REQUIREMENTS FOR BIDDERS AND INSTRUCTIONS TO BIDDERS (CONTINUED)

PREVAILING WAGE

All Bidders/Contractors must bid prevailing wages.

SUBSTANCE ABUSE PREVENTION

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Bidder/Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Bidder/Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

Bidders/Contractors and their Subcontractors (if applicable) certifies that the entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635, or certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with subject of the Act, and will attach the substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

BID PROTEST

Firms wishing to protest bids or awards shall notify the Purchasing Director in writing within 30 days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting and the reason why the firm is protesting the bid. The Purchasing Director will respond to the protest within 30 calendar days.

DISPUTES

In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Purchasing Director, or authorized representative shall be final and binding to all parties.

ENTIRE AGREEMENT

These Standard Terms and Conditions of Bid or Proposal shall apply to any contract or order awarded as a result of this Request for Bid except where special requirements are stated elsewhere in the Request; in such cases the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

II

REQUIREMENTS FOR BIDDERS AND INSTRUCTIONS TO BIDDERS (CONTINUED)

PAY REQUEST

Forest Preserve makes payments once a month after the Board of Commissioners approval of invoices. The Board meets the third Wednesday of each month. The last day a pay request can be submitted for payment for the month is eight days before the Board meeting or the Tuesday a week before the Board Meeting.

When applicable Bidders/Contractors are to submit a Waiver of Lien and Certified Payroll forms with requests for payment.

NON-DISCRIMINATION

In connection with the performance of work under this contract, the Bidder/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 Bidder/Contractor further agrees to take affirmative action to ensure Equal Employment Opportunities. The Bidder/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.

NON-COLLUSION

The Bidder/Contractor, by its officers, agents or representatives (hereafter referred to the Bidder/Contractor) present at the time of filing this bid, say that neither they nor any of them, have in any way directly or indirectly, entered into any arrangement or agreement with any other Bidders/Contractors, or with any public officer or the Winnebago County Forest Preserve District, Illinois, whereby, the Bidder/Contractor has not paid or is to pay to such Bidder/Contractor or public officer any sum of money, anything of value or has not directly or indirectly entered into any arrangement or agreement with any other Bidder(s)/Contractor(s). Whereby, no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds on the contract sought by this bid.

NON-BARRED BIDDING

The Bidder/Contractor 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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Bidder/Contractor certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause

II

REQUIREMENTS FOR BIDDERS AND INSTRUCTIONS TO BIDDERS (CONTINUED)

without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder/Contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal. Additionally, for all new Bidders/Contractors to be paid, the Purchasing Department will review the Excluded Parties List System prior to requesting the vendor be created in our accounting system.

III

INFORMATION SHEET

INTENT

It is the intent of these specifications to describe the general requirements for asphalt paving at Klehm Arboretum, 2715 South Main Street, Rockford, IL. 61102.

All parts not specifically mentioned in the scope of these specifications which are necessary to provide complete installation shall be furnished by the successful Bidder/Contractor. These specifications shall be construed as minimum.

GENERAL SCOPE OF WORK

TO MILL AND PAVE THE EXISTING ENTRANCE ROADWAY AND PARKING LOTS AT KLEHM ARBORETUM IN ROCKFORD, IL.

PRE-BID MEETING

A MANDATORY Pre-Bid meeting will be held on Wednesday, July 7, 2021 at 10:00A.M. at Klehm Arboretum, 2715 South Main Street, Rockford, IL. 61102.

INSURANCE

Bidder/Contractor shall provide insurance to protect him and the District from claims, which may arise out of, or resulting from operations on this construction. Proof of insurance shall be submitted to the Forest Preserve District prior to construction. This insurance shall include the following types and limits:

- | | |
|---|---------------------------|
| A. Workmen's Compensation | Illinois Statutory Limits |
| Employers Liability | \$500,000 |
| B. Comprehensive General Liability form | |
| Limits - Bodily Damage | \$300,000 per occurrence |
| | \$500,000 aggregate |
| Property Damage | \$100,000 per occurrence |
| | \$200,000 aggregate |
| C. Auto Insurance; Comprehensive form including, owned; non-owned and hired autos, uninsured motorists. | |
| Limit - Same as General Liability | |

PAYMENT

Partial payment for work completed may be based on invoices, waiver of liens, and submittal of certified payroll forms received and authorized by an agent of the District. Partial payment shall be made for 90% of invoiced amount until final acceptance of work. Payment applications shall be submitted on a day of each month as required by the District. Bidder/Contractor may submit payment for shelter prior to construction.

The Bidder/Contractor shall pay to each of his Sub-contractors (and materials suppliers) the amount indicated on the waiver of lien which shall represent the amount performed by his Sub-contractors for which the Bidder/Contractor is requesting payment and certified payroll submitted.

III

INFORMATION SHEET (CONTINUED)

WAGES OF LABORERS, MECHANICS AND OTHER WORKMEN:

In accordance with the provisions of An Act of General Assembly of the State of Illinois, entitled "An Act regulating wages of laborers, mechanics, and other workmen employed in any public works by the State, County, City, or any public body or any public sub-division or by anyone under contract for public works," approved June 26, 1941, as amended, the Winnebago County Board had previously determined where possible the generally prevailing rates of hourly wages in the locality of Winnebago County, Illinois, and; the generally prevailing rates of legal holiday and overtime work in said County, for each craft, type of workman or mechanic required to perform this contract. The terms and provisions of said Act and the generally prevailing rates of wages determined hereunder are incorporated herein by reference and are made a part of this contract. It shall be mandatory upon the Bidder/Contractor and any Sub-contractor under him to pay not less than the specified prevailing rates of wages to all laborers, workmen and mechanics employed by them in the execution of the contract.

Certified Payroll will be required with pay requests.

COMPLETION DATE

The Bidder/Contractor certifies by submitting this bid that he has forces available and that he will vigorously strive to complete this project by **October 31, 2021**. Any other completion date should be noted on the bid form.

Any questions may be directed to Ann Johns, Director of Purchasing, 404 Elm Street, Room 202, Rockford, Illinois 61101, by telephone 815-319-4380; by fax 815-319-4381; or email purchasing@wincoil.us

IV

DETAILED SPECIFICATIONS

THE PROJECT IS BROKE UP INTO 3 PHASES AND BASED ON AVAILABLE BUDGET THE FOREST PRESERVES MAY SELECT ONLY A SINGLE PHASE OR MULTIPLE PHASES OF THE PROJECT BID.

PROJECT WORK SELECTED FOR THE 2021 BID PREFERRED/DESIRED TO BE COMPLETED BY OCTOBER 31, 2021. IF BID FOR PROJECT WORK WILL CARRY-OVER OR EXTEND INTO 2022 PLEASE INDICATE.

PHASE #1 (SEE MAP)

BASE BID: / ROTO-MILL 4" ASPHALT PAVEMENT / ENTIRE AREA.

Bid based on removing and replacing new 3" & 4" asphalt

The main entrance, drive lanes and employee parking lot will be removed and ready for new asphalt.

The drive lane to the employee parking lot that is used by garbage trucks will be milled in place adding to the existing base stone creating a hybrid base to help stabilize the subgrade; final grade with pulverized base work to achieve maximum grade and drainage ready for new asphalt.

Core out and stone a larger turning radius from the main entrance to the drive lane to the employee parking area to help minimize the traffic on the existing grass area; remove existing concrete curb in this area as needed in order to accomplish this.

Compact loose material with vibratory roller.

Furnish and pave new 3" asphalt pavement in the employee parking lot.

Furnish and pave new 4" asphalt pavement for the main entrance and drive lanes.

Stripe the employee parking lot to match existing layout.

There will be extra millings generated during this process; the millings will be disposed of at an approved dumpsite.

PHASE #2 (SEE MAP)

BASE BID: / ROTO-MILL AND OVERLAY 2" ASPHALT PAVEMENT / ENTIRE AREA.

To profile mill as needed 1.5" asphalt surface removal.

To tack existing milled asphalt surface.

Furnish & pave new 2" asphalt pavement overlay.

Stripe the parking lot to match existing layout.

IV

DETAILED SPECIFICATIONS (CONTINUED)

PHASE #3 (SEE MAP)

BASE BID: / ROTO-MILL AND OVERLAY 2" ASPHALT PAVEMENT / ENTIRE AREA.

To profile mill as needed 1.5" asphalt surface removal.

To tack existing milled asphalt surface.

Furnish & pave new 2" asphalt pavement overlay.

Stripe the parking lot to match existing layout.

JOB SPECIFIC NOTES:

***If bad sub-soil issues are found they will be brought to the attention of the Forest Preserves and a cost to repair these areas will be provided before the work is completed.**

ADDITIONAL JOB NOTES:

***PERMITS FOR THIS PROJECT ARE THE RESPONSIBILITY OF THE CONTRACTOR.**

***After the milling is complete but before the installation of the new asphalt, truck and car traffic in these areas can resume back to normal as needed for normal business operations.**

***Project should be conducted during normal week day hours.**

***All items in the area of construction to be relocated prior to the start of construction.**

V

BID FORM

TO: Winnebago County Forest Preserve District
5500 Northrock Drive
Rockford, Illinois 61103

DATE: _____

The undersigned declares he has carefully examined the requirement, information sheet, detailed specifications and bid form. In addition, declares that this bid is made without any connection with any person making another bid, that the bid is in all respects fair and without collusion or fraud, that no member of the Winnebago County Forest Preserve District Board or other officer of the District, or any person in the employ of the County is directly or indirectly interested in this bid, or in any portion of the profits thereof.

Base Bid

TOTAL ASPHALT PROJECT PHASE #1 COST..... \$

TOTAL ASPHALT PROJECT PHASE #2 COST \$

TOTAL ASPHALT PROJECT PHASE #3 COST \$

TOTAL PROJECT COST FOR ALL 3 PHASES AT SAME TIME\$

ESTIMATED PROJECT COMPLETION DATE.....

***If extra stone is required to obtain proper drainage or elevation adjustments it will be billed as additional cost to the contract at \$_____ per ton.**

Received Addendum: _____ of _____

V

BID FORM (CONTINUED)

Company Information:

Female Business Enterprise (FBE) Yes _____ No _____
Small Business Enterprise (SBE) Yes _____ No _____
Minority Business Enterprise (MBE) Yes _____ No _____

If yes, check the following boxes that apply:

Black/African American _____ Hispanic _____
Native American or Alaskan Native _____ Asian American _____

Type of Organization:

Individual _____ Partnership _____ Corporation _____ Other _____

BIDDER/CONTRACTOR _____

The undersigned declares that, if awarded the contract, he will deliver the complete order as specified on or before _____.

VENDOR SIGNATURE _____

DATE _____

PRINT/TYPE SIGNATURE _____

CONTACT PERSON _____

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

FAX _____

EMAIL _____

FEIN NO. _____

AFFIDAVIT OF COMPLIANCE

NOTE: THIS AFFIDAVIT MUST BE EXECUTED AND SUBMITTED WITH THE SIGNED BID FORM. NO BIDS CAN BE ACCEPTED BY THE WINNEBAGO COUNTY FOREST PRESERVE DISTRICT BOARD UNLESS SAID AFFIDAVIT IS SUBMITTED CONCURRENTLY WITH THE BID.

_____, being first
(Name of person making affidavit)

duly sworn, deposes and says that he is the _____

(Title of Office)

of _____ and that he has authority to make
the following affidavit; that he has knowledge of the Forest Preserve District Ordinance

relating to Fair Employment Practices and knows and understands the contents thereof;
that he certifies hereby that _____ is an
“Equal Opportunity Employer”, as defined by Section 2000 (e) of Chapter 21, Title 42 of the
United States Code annotated and Federal Execution Orders #11246 and #11375, which are
incorporated herein by reference. The undersigned further declares that this bid is made
without any connection with any person making another bid for the same contract and that the
bid is in all respects fair and without collusion or fraud.

(Signature)

SUBSCRIBED and sworn to before me
this _____ day of _____, 20__.

(Notary Public)