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

## INVITATION TO BID ON THE MINOOKA COMMUNITY HIGH SCHOOL DISTRICT 111 MINOOKA COMMUNITY CONSOLIDATED SCHOOL DISTRICT 201 TRANSPORTATION PARKING LOT DRAINAGE IMPROVEMENTS

Minooka Community High School District 111 and Minooka Community Consolidated School District 201 are soliciting bids for transportation parking lot drainage improvements. **Deadline for Return is Thursday, April 15, 2021 at 11:00 am. Bids must be mailed to John Troy at 26655 W.** Eames Street, Channahon, IL 60410 marked "Transportation Drainage 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

Bids must be received by Mr. John Troy, Assistant Superintendent of Business & General Counsel no later than 11 am Thursday, April 15, 2021 at which time they will be opened and acknowledged. Bids will be studied and reviewed and it is anticipated that a recommendation will be made to the Boards of Education at their next regularly scheduled meeting. The Boards 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 districts to do so.

#### 2. PREPARATION OF PROPOSAL

Proposals will be opened immediately after the deadline. The method of transmittal of the proposal is at the seller's risk of untimely receipt by the Boards. The Districts will not be responsible for delays in delivery due to electronic means. All bids will be acknowledged received, if you submitted a bid and did not receive an acknowledgement contact John Troy at 815-521-4294. Late bids will be returned unopened to the sender.

#### 3. METHODS OF AWARD

The Boards 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 Districts. The Boards of Education reserves the right to choose alternates it deems to be in the best interest of the School Districts. The Boards of Educations 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 Boards.

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.
- 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 Districts.
- 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.
- 1. In determining a bidder's responsiveness, the Boards 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. <u>DURATION AND WITHDRAWAL OF BIDS</u>

All bids shall be binding for 60 calendar days following the bid opening date, unless the bidder, upon request of the Districts, 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 Districts 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. <u>INVOICES</u>

The successful Contractor shall submit two copies of invoices, one to each district. Payment to the contractor shall be made within 30 days after receipt of invoice and approval by the Boards of Education, subject to the terms contained herein. Payments are approved by the Boards of Education at their monthly Board meeting provided a valid invoice is received at least two weeks prior to the Board's meeting and said service has been provided and accepted by the Boards of Education.

#### 7. COMPLETION DELIVERY TIME

All work must be scheduled with the transportation department and must be completed by May 15, 2021.

#### 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. **PERFORMANCE BOND**:

If the bidder's proposal for the project is equal to or great than \$100,000 then the following bonds shall be delivered to the Districts and shall become binding with the acceptance of the bid.

Performance bond satisfactory to the Districts, executed by Surety Company authorized to do business in the state or otherwise secured in a manner satisfactory to the District, in an amount equal to 110% of the price specified.

#### 10. <u>COMPLETENESS</u>

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

#### 11. AUTHORITY TO ACT AS AGENT

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

#### 12. 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 Districts that no deviations from specifications exist.

#### 13. 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 Boards of Education shall not be held responsible for oral instruction to bidders. No questions will be accepted 24 hours prior to the bid opening.

#### 14. 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 Districts, 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 districts.

#### 15. NON-DISCRIMINATION

No bidder who is the recipient of the Districts' 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.

#### 16. 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.

#### 17. <u>INDEMNITY</u>

Bidder/contractor shall indemnify, keep and save harmless the Districts, its agents, officials and Employees, and Boards of Education, against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Districts 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 Districts 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 Districts as herein provided.

#### 18. 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.

#### 19. IDENTICAL BIDDING - EXECUTIVE ORDER NO. 10946

All identical bids submitted to the Districts 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 Districts, 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.

#### 20. 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 Districts.

#### 21. RESPONSIBILITY FOR MATERIALS SHIPPED

If applicable, the bidder/contractor shall be responsible for all the materials, supplies, and equipment covered by this contract stored on the Districts' site

#### 22. 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 Districts are required by state law to follow and adhere to all local municipal building and zoning codes.

Work must be inspected by the Village of Minooka and approval obtained prior to any payment.

#### 23. PREVAILING WAGE

The awarded Contractor is required to pay all applicable wage rates as required and stipulated by Federal, State and Local laws and <u>Contractor agrees to pay prevailing wages</u> 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. Contractor shall be required to provide waiver/releases and final waiver of liens for contractor and all sub-contractors.

#### 24. INSURANCE

The District upon awarding a project requires a Certificate of Insurance with "Additional Insured Endorsement in such amounts detailed below and as deemed acceptable by the Districts. Proposed insurance limits must be submitted with the proposal. You must require your insurance company to list the Districts 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, Minooka Community Consolidated District 201, its employees, officers, agents, and their Boards of Education as additional insured per Additional Insured Endorsement.

The following summarizes basic insurance requirements for Contractors. Contractor shall at his expense, procure and maintain required insurance coverages on all its operations in companies acceptable to the Districts.

#### 1. Workers Compensation (Statutory) and Employer's Liability:

\$1,000,000 each accident for bodily injury by accident; \$1,000,000 each employee for bodily injury by disease; \$1,000,000 policy limit for bodily injury by disease.

#### 2. General Liability Insurance (CGL):

Commercial general liability on an occurrence coverage form. The limits of liability shall not be less than:

\$1,000,000 each occurrence (combined single limit for bodily injury and property damage);

\$1,000,000 for personal and advertising injury liability;

\$1,000,000 aggregate on products and completed operations;

\$3,000,000 general aggregate.

**Additional Insured Endorsement:** Blanket additional insured coverage should be requested to include the Contractor, his officers, directors and employees, the Owner, and any other party, as may be required.

#### 3. Automobile Liability Insurance:

- 4. \$1,000,000 Combined single limit each accident for bodily injury and property damage. Include coverage on all owned, hired, and non-owned automobiles.
- 5. Certificates of Insurance:
- 6. Contractor shall furnish certificates of Insurance and applicable endorsements to Districts *before* Contractor commences any work.
- 7. Insurance Requirements for Sub-Contractors:

Contractor shall ensure that all tiers of his Sub- Contractors shall maintain insurance in like form and amounts, including the Additional Insured requirements. Each Sub Contractor shall provide Certificates of Insurance and applicable endorsements to the Contractor *prior to the start* of the Sub- Contractor's work on this project.

#### 8. Acceptance/Compliance:

The required insurance shall be subject to the approval of the Districts, but any acceptance of insurance certificates by Districts shall in no way limit or relieve Contractor of the duties and responsibilities stipulated in the Contract Agreement. If higher limits or other forms of insurance (e.g., professional liability, aircraft insurance, builders risk, hazardous materials or pollution liability) are required by the Districts, the Contractor will comply with such requirements. Districts may take such steps as necessary to assure Contractor's compliance with insurance requirements. In the event Contractor fails to maintain minimum insurance coverage as required or provide written evidence of required Certificates and/or endorsements, Districts may maintain such coverage and charge the expense to Contractor, terminate this agreement and/or withhold payment.

#### 25. 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.

#### 26. 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. The contractor shall be responsible for arranging all necessary inspections with Minooka Village officials.

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 Occupational Safety & Health Administration (OSHA) Hazardous Communication Standard (29 CFR 1910.1200) states that contractors/suppliers must be informed of the hazardous chemicals their

employees may be exposed to while performing their work and any appropriate protective measures. In order to comply with this requirement, the district has developed a list of all the hazardous chemicals known to be present in our facility. A Material Safety Data Sheet (MSDS/SDS) is also on file for each of these chemicals and/or hazardous substances. This information is available to you and to your employees upon request.

In order to protect the safety and health of our own employees as well as the employees of contractors/suppliers, contractor/suppliers must maintain and provide, upon request, an MSDS/SDS on any hazardous chemical(s) or material(s) which they bring to the facility. Failure to maintain an MSDS/SDS and provide this information in a timely manner will result in the removal of the contractor/supplier from the premises.

Each employer is also responsible for notifying any subcontractor they employ regarding the requirements of OSHA's Hazard Communication Standard.

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 districts' 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 Districts, including the Boards 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 Village of Minooka and County of Grundy, IL.

Nothing in this contract between the districts 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 districts, 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 districts 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 districts and Boards of Education to be third party beneficiaries of each guarantee.

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

#### **SPECIFICATIONS**

The Districts' Transportation Barn is located at 700 E. Minooka Road, Minooka, IL 60447. This work is being done in coordination with the development of the property to east of the Districts' transportation barn. The contractor is required to coordinate all work with that operation.

The attached Exhibit A details the work being conducted at Lot 2-84 Lumber Subdivision, 692 W. Monamin St. As part of that project page 7 of 14 illustrates (highlited in red box) the work being bid out for the transportation barn drainage improvements.

Bidders are requested to submit a bid for the work described therein.

Please Submit a Certificate of Liability Insurance "Accord" form with Proposed Liability Insurance Limits

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 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
SUBSCI	RIBED and SWORN TO before me	
this	, 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

**NOTARY PUBLIC** 

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.

Ву:	Authorized Agent
CERTIFICATE OF COMPLIANCE WITH ILLINOIS DR (Suppliers/Contractors wi	
As part of its bid, the supplier/contractor does hereby certif Workplace Act (Ill.Rev.Stat. ch 127. para. 132.313) that [he, employees engaged in the performance or work under the cartification of the Workplace Act and, further certifies, that by reason of debarment for a violation of the Illinois Drug-I	she, it] shall provide a drug-free workplace for all contract by complying with the requirements of the tale, she, it] is not ineligible for award of this contract
Ву:	Authorized Agent
Does Not Apply (Less than 25 Employees)	
Ву:	Authorized Agent
SUBSCRIBED and SWORN TO before me	
this day of, 20	

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 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 i

of the policies shall be provided to the Departme	ent of Human Rights upon request; and that [he, she, it] is not of debarment for a violation of the <i>Illinois Human Rights Act</i> .
	By:Authorized Agent
	Authorized Agent
Equa	l Employment Opportunity
complies with the procedures and requirement of concerning equal employment opportunities and to its employees and applicants for employment	ereby certify pursuant to 775 ILCS 5/2-104 that [he, she, it] of the Illinois Department of Human Rights regulations I affirmative action, shall provide such information with respecand assistance as the Department may reasonably request, and s contract by reason of debarment for a violation of the <i>Illinois</i>
	By:Authorized Agent
SUBSCRIBED and SWORN TO before me	
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This page must be returned signed and notarized for the bid to be considered.

**NOTARY PUBLIC** 

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JOE DIETER AND SONS 30 W OJO FERRY ROAD NAPERVILLE, IL 60563 PHONE: 630-768-1874 CONTACT: ANDY DIETER

EEC P.O. BOX 340 MINOOKA, IL 60447 PHONE: 815-467-4020 CONTACT: BILL SLAVIK GENREAL CONTRACTOR

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# FINAL ENGINEERING PLANS

EXHIBIT A

# 2 – 84 LUMBER SUBDIVISION 692 W. MONAMIN ST MINOOKA, ILLINOIS

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PROJECT NO:10942



# REVISIONS

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SPACECO, INC.IS TO BE NOTIFIED AT LEAST THREE (3) DAYS PRIOR TO STARTING CONSTRUCTION AND SHALL BE INCLUDED IN THE PRECONSTRUCTION MEETINGS

PROPERTY DESCRIPTION:

48 HOURS BEFORE YOU DIG. EXCLUDING SAT, SUN, & HOLIDAYS

CALL J.U.L.I.E. 1-800-892-0123 WITH THE FOLLOWING: COUNTY GRUNDY
CITY, TOWNSHIP MINOOKA, T34N, RBE
SEC. 8 1/4 SEC. NO. SEC. 2 SE 1/4

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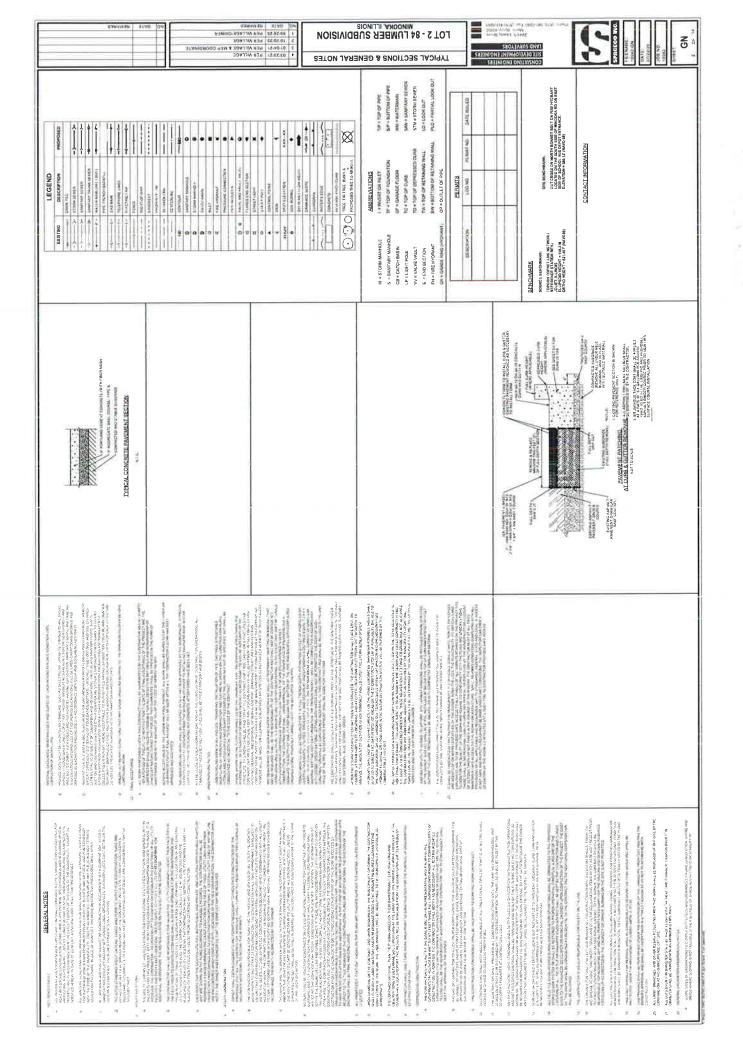
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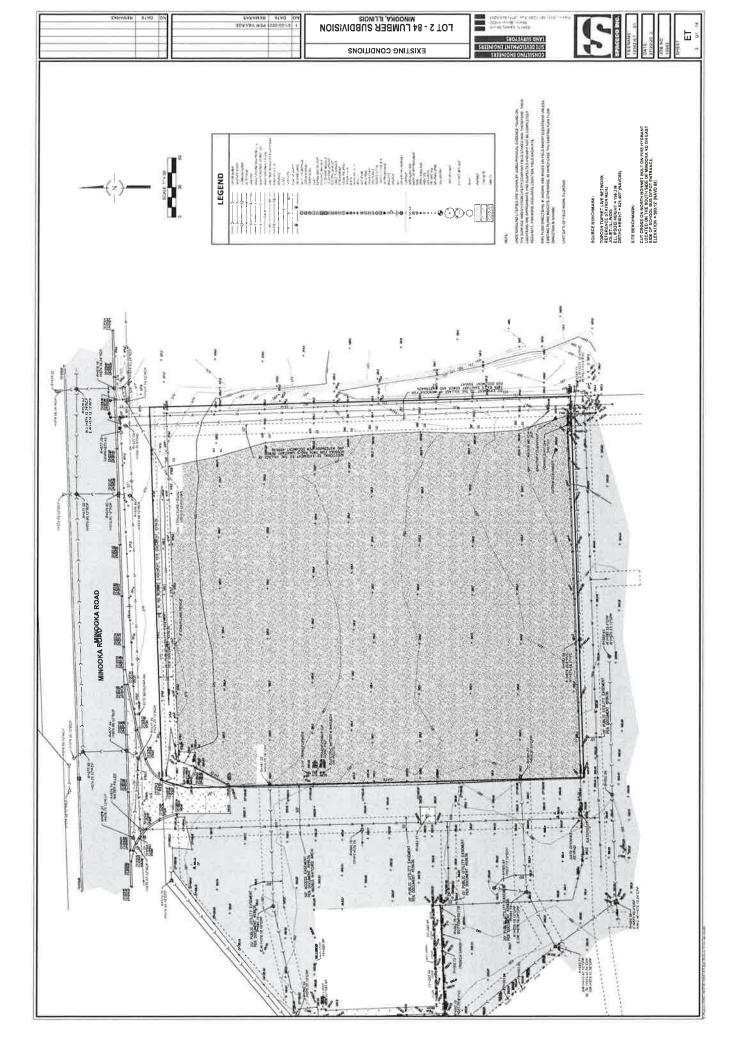
SOURCE BENCHMARK

LOCATION MAP









MINODIAL ILLINOIS

CONSTRUME ROUNTES

CONSTRUME ROUNTES

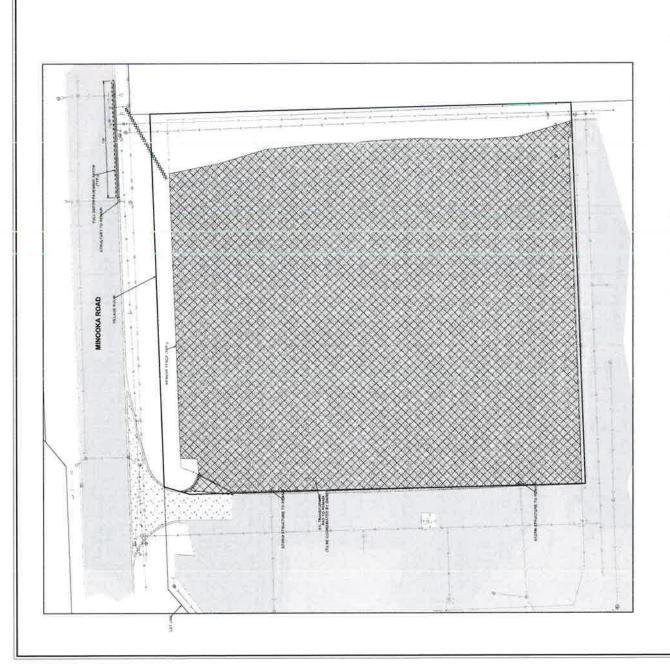
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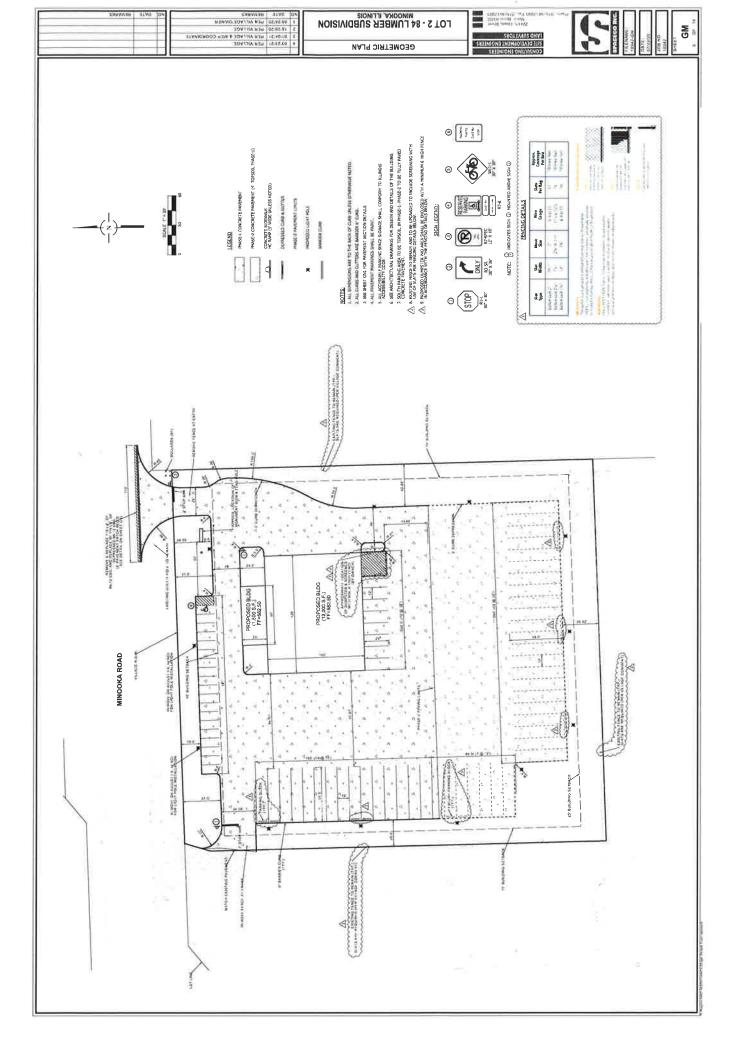
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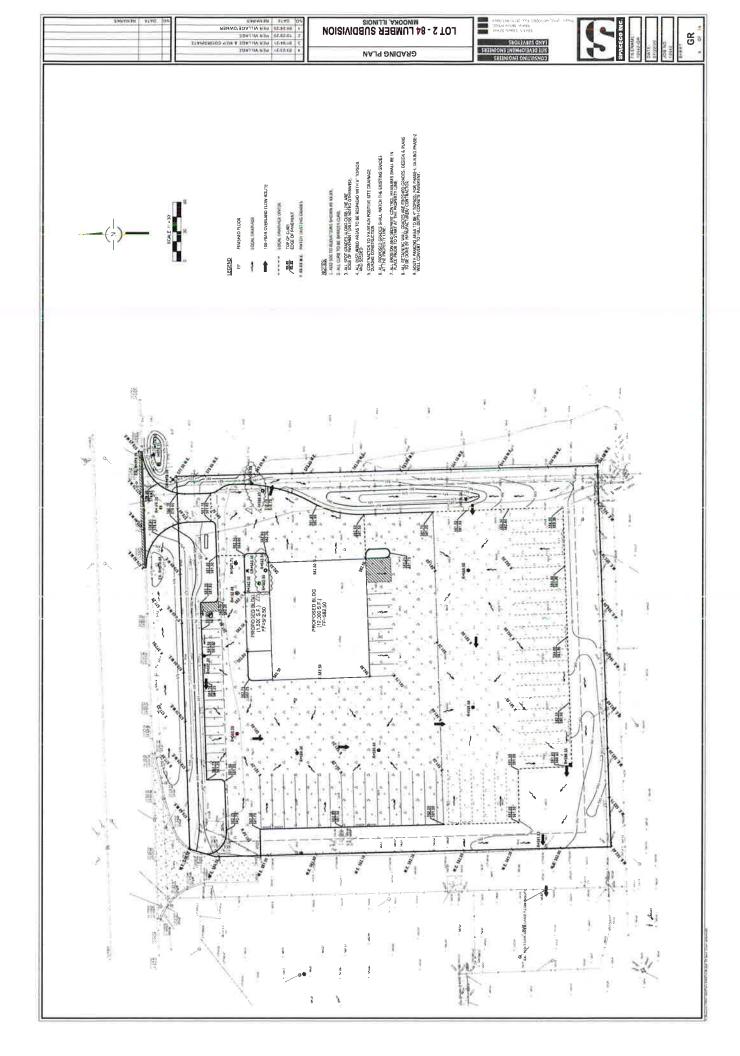
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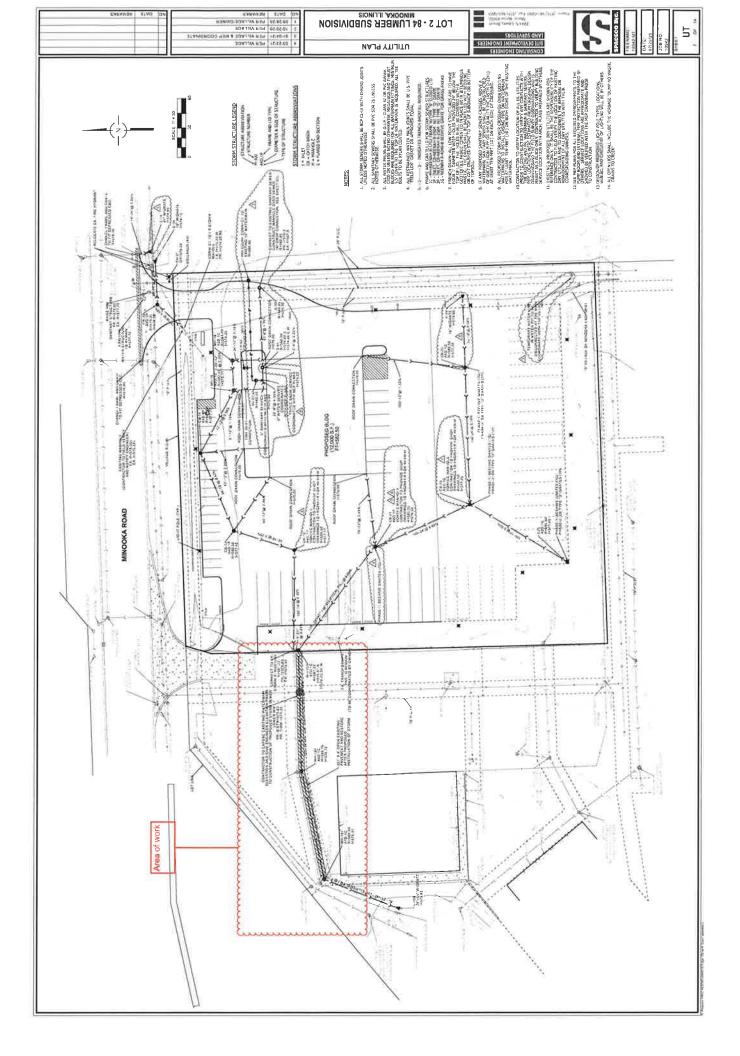


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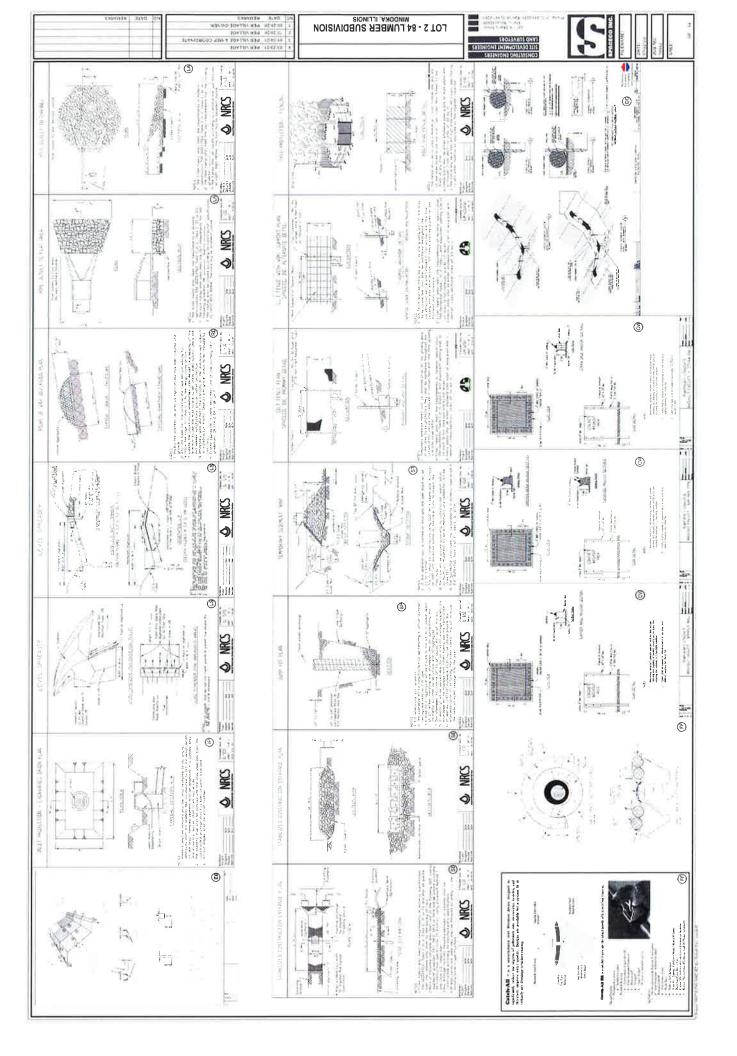


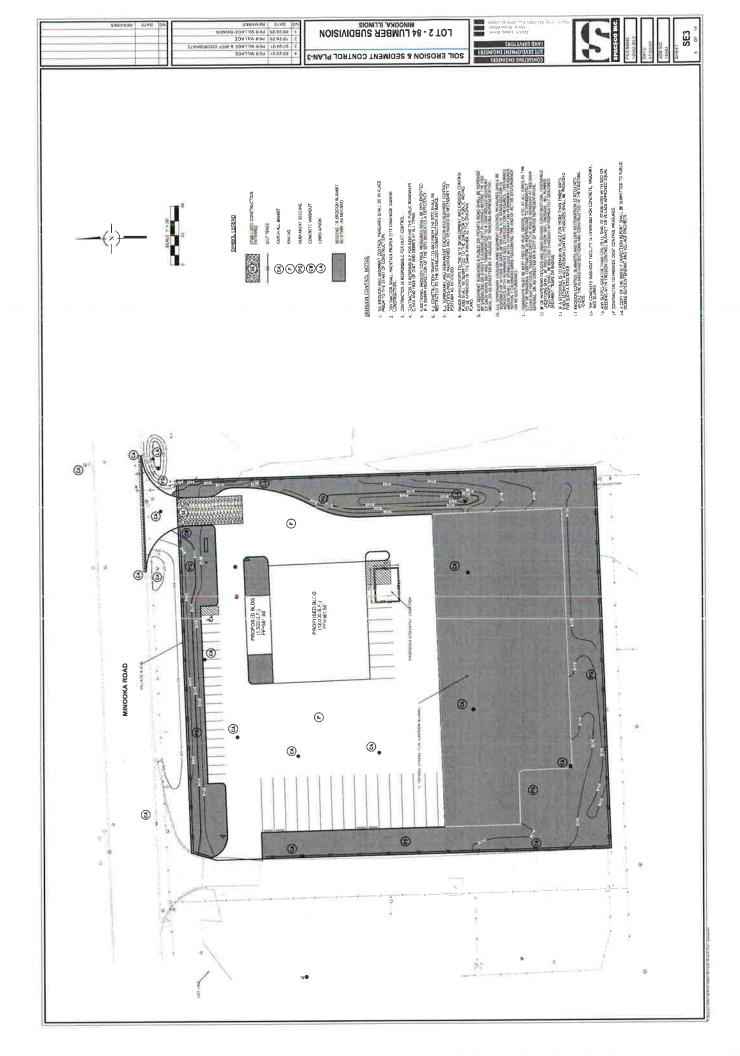






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