

Invitation for Bid
Project Manual and Specifications
March 2018

**2018 Springfield Park Asphalt Repairs and
Maintenance**
Bloomington Park District
172 S. Circle Avenue
Bloomington, IL 60108

PRE-BID MEETING: N/A

BID OPENING: Tues, March 13, 2018 at 10:00 a.m.

OWNER: Bloomington Park District
172 S. Circle Avenue
Bloomington, IL 60108

PROJECT MANAGER: Joe Potts, Dir. of Parks
& Planning

Bloomington Park District
2018 Springfield Park Asphalt Repairs and Maintenance

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INVITATION FOR BID

The Bloomington Park District is seeking sealed bids for the following scope of work at various park locations, Bloomington, Illinois.

SCOPE OF WORK: The scope of work includes all necessary workmanship to satisfactorily complete the work consisting of asphalt path maintenance, replacement, concrete curbs, concrete slabs, and retaining walls at various park locations within Springfield Park as required by the contract documents.

Contractors bidding on the project must have a minimum of ten (10) years of experience in the work or similar with references as proof.

The bid packet, specifications and plans are available at 172 S. Circle Ave., Bloomington, IL, 60108, or by email at parks@bloomingtonparks.org. Sealed bids for these items will be received no later than **10:00 a.m. Tuesday, March 13, 2018**, at which time they will be publicly opened and read aloud. Completed bids must be submitted in **sealed envelopes** marked "**2018 Springfield Park Asphalt Repairs and Maintenance**" and mailed or brought into the Bloomington Park District, 172 S. Circle Ave., Bloomington, Illinois; Attention: Joe Potts, Director of Parks and Planning.

All bids must be submitted on the forms included in the bid documents and accompanied by cash, a certified bank draft, or a bid bond from an accredited surety company – payable to: Bloomington Park District for an amount equal to 10% of the bid submitted.

All contracts for work herein are subject to the provisions of all Bloomington Park District regulations.

To the extent that the Illinois Prevailing Wage Act applies, Contractor must pay and require all subcontractors to pay the prevailing rate of wages to all related laborers, workers, and mechanics involved in the project. As established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. Current prevailing wage rates are published at: <http://www.state.il.us/agency/idol/rates/Rates.htm>. The Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Contractor and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the District as required by Statute. **In lieu of certified payroll, Contractor shall submit a letter setting forth the basis upon which Contractor has concluded the Act does not apply.** The Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the District against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. Likewise, Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.

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The Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material (aka Payment) Bond. The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be on standard AIA Documents, issued by the American Institute of Architects, shall be issued by a surety satisfactory to the Owner, and shall name the Owner as a primary co-obligee. The cost of the bonds is to be included in the Bid. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. Each Bidder shall list the name of the surety company that will be furnishing the Bonds on its Bid. The failure of a Bidder to list the name of its surety company on its Bid shall be a non-responsive bid. The failure of the successful Bidder to enter into a Contract and supply the required Bonds within ten (10) calendar days after the Notice of Award or within such extended period as the Owner may grant if the forms do not meet its approval shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids. A charge against the defaulting Bidder may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

All bids will remain firm for 90 calendar days after the bid opening. The Bloomingtondale Park District reserves the right to reject any or all bids or to accept any bid, which in its judgment, will be in the best interest of the public or to waive any informalities in bidding. Only bids in compliance with the provisions of the Contract Documents will be considered. No bids shall be withdrawn after the opening of the bids for a period of ninety (90) calendar days after the bid date opening.

The Bloomingtondale Park District encourages small and minority businesses and women's business firms to submit bids on the approved project and successful contract bidders to utilize small and minority businesses and women's businesses as sub-contractors for supplies, equipment, services, and construction.

BLOOMINGDALE PARK DISTRICT
Carrie Fullerton,
Executive Director

Published:
Daily Herald 3/3/18

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INSTRUCTIONS TO BIDDERS

For the purpose of these specifications, "Owner" shall refer to the Bloomington Park District, and "Contractor" shall refer to the party entering into the contract for the performance of the specified work, and his or her legal representatives or agents. Upon award of the Contract, these instructions shall become a part of the Contract Documents.

1. PLANS AND SPECIFICATIONS

The bid packet, specifications and plans are available at 172 S. Circle Ave., Bloomington, IL 60108, or by emailing: parks@bloomingtonparks.org.

2. Submit Bids to Bloomington Park District at 172 S. Circle Ave., Bloomington, IL 60108.

On the outside of the bid envelope, each sealed bid shall also contain the notation "**SEALED BID**" along with

- A) 2018 Springfield Park Asphalt Repairs and Maintenance
- B) Bidder's Company Name
- C) Date and Time of Bid Opening

Bids for 2018 Springfield Park Asphalt Repairs and Maintenance

Bid shall be received at or before **10:00 a.m. Tuesday, March 13, 2018** at which time they will be opened and read publicly.

3. ACCEPTANCE OR REJECTION OF BID

The Bloomington Park District will accept or reject bids within sixty (60) calendar days after analysis of the bids, and reserves the right to accept or reject any or all bids. In determining the lowest responsive and responsible bidder, the Park District further reserves the right to combine or separate or delete any section of work or alternates or items in the bid if it is in the best interest of the District.

4. BIDDER EXPERIENCE

The Contractor bidding the project shall be actively engaged in work of the nature described in the plans and specifications, must have a minimum of ten (10) years' experience in that work or similar, and must be able to demonstrate that **adequate persons and materials are available to perform the work**. The Contractor shall submit with the bid no less than three (3) references for which the Contractor has completed work similar to that described in the plans and specifications.

5. NON-BARRED BIDDING

The Bidder must certify that it 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 by executing the included certification.

The Bidder, by signing the Bid Form, acknowledges, understands and abides by all of the above "General Terms."

6. BID SURETY

A bid surety in an amount equal to ten percent (10%) of the bid price shall accompany each sealed bid. The surety can be in the form of a bid bond, cash or certified check and should be made payable, to: Bloomington Park District. The bid surety of all bidders, except the successful Contractor(s), shall be returned within ten (10) calendar days after the District's decision to accept and/or reject bids. The successful Contractor's bid surety shall be returned upon receipt of an acceptable Performance Bond, Payment Bond, and Certificate of Insurance with Endorsement(s).

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7. PERFORMANCE BOND

If contract sum is equal or above \$50,000, then the Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. Contract amounts below \$50,000 may still require a bond at the discretion of the Park District and will be identified in the bid or proposal form. The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be on standard AIA Documents, shall be issued by a surety satisfactory to the Owner, and shall name the Owner as a primary co-obligee. The cost of the bonds is to be included in the Bid Proposal. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into a Contract and supply the required Bonds within ten (10) days after the Notice of Award or within such extended period as the Owner may grant if the forms do not meet its approval shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids. A charge against the defaulting Bidder may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

8. LIENS

Waivers of lien shall be submitted with all payment applications. Waivers shall be supplied from all subcontractors and suppliers involved in the contract work. Neither final payment nor any part of the retained percentages shall become due until the contractor delivers to the Owner a complete release of all liens arising out of this contract.

9. ASSIGNMENT AND SUBCONTRACTORS

The Contractor shall not assign any part of this contract, or award any work under this contract to any Subcontractor without prior written approval from the Owner. Nothing contained in the contract documents shall create any contractual relation between any Subcontractor and the Owner.

10. INSURANCE

NOTE: Bidders' attention is directed to the insurance requirements set forth in the Contract Documents and below. It is highly recommended that bidders confer with their 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.

11. FEDERAL LABOR STANDARDS AND EQUAL EMPLOYMENT REQUIREMENTS

In the event the Contractor does not comply with any provision of the Illinois Prevailing Wage Act, Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the Contractor may be declared non-responsible and therefore ineligible for future contracts with the State of Illinois or any of its political subdivisions, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

Contractor agrees to the following:

- A. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Contractor shall take affirmative action to insure applicants are employed, and the employees are treated during employment, without regard to race, creed, color,

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or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

- B. Solicitation or advertisements for employees placed by or on behalf of Contractor shall state that applicants receive consideration for employment without regard to race, creed, color, or national origin.

12. PREVAILING WAGE LAW

The Bloomington Park District is a public body that is subject to the Prevailing Wage Act, Illinois Revised Statutes, Chapter 48, Paragraph 39s-1, et seq. The Contractor shall comply at all times with the provisions of the Act to the extent that the Act applies. Failure of Contractor to comply with the Act, including, but not limited to the inspection of records, and any rules or regulations promulgated by the State of Illinois with regard to the Act, will result in the cancellation of the Contract. Contractor expressly waives any right for recovering damages due to Contract cancellation. Contractor's bonds shall include such provision and will guarantee the faithful performance of such prevailing wage clause as provided by this contract.

Contractor shall maintain accurate records of the names, occupations, and wages paid to each laborer, worker, and mechanic employed in connection with the work. Contractor shall allow the District access to these records for inspection purposes at any reasonable hour and upon reasonable notice.

13. CERTIFIED PAYROLL:

Where the Prevailing Wage Act applies, the Contractor and each subcontractor shall follow Illinois Public Act 094-0515 concerning Certified Payroll. This includes making and keeping records for a period of 3 years of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day and the starting and ending times of work each day; and submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project (Bloomington Park District at 172 S. Circle Ave, Bloomington, IL 60108, Attn. Director of Parks and Planning). The certified payroll shall consist of a complete copy of the records identified above. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that (i) such records are true and accurate: (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act: and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon two (2) business days' notice, the contractor and each subcontractor shall make available for inspection the records identified above to the public body in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents.

Where the Prevailing Wage Act does not apply, the Contractor or Subcontractor shall provide a letter in lieu of certified payroll stating that the Act does not apply.

14. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor shall not discriminate on the basis of disability, and shall comply with pertinent sections of the Americans with Disabilities Act.

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15. COMPLIANCE WITH ALL APPLICABLE LAWS

Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Social Security Act, the Substance Abuse Prevention on Public Works Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations. Contractor shall also furnish without charge any affidavit or Certificate in connection with the work covered by this agreement as required by law.

16. CHANGES IN THE WORK

After the award of the contract, the Contractor shall be advised who the Owner's Representative shall be on this project. Minor field changes that are in the best interest of the Owner may be made by the Owner's Representative, with the understanding of both parties that no change in contract price is involved. Where adjustment of contract price is made, a written "Change Order" shall be submitted to and accepted by The Bloomington Park District before any change is made.

17. PAYMENT

For projects extending longer than a month, payment request shall be made monthly for that portion of the project which has been completed. Payment request are due no later than the 1st of the month with all necessary documentation to the Owners Representative. An amount equal to ten percent (10%) shall be withheld from each payment until sixty (60) calendar days after final acceptance by the Owner.

18. SCHEDULE OF WORK

The Contractor shall commence work on the soonest possible date agreed upon with the owner and work shall be completed by June 1, 2018. The Park District shall pre-approve start date of project. Work shall be completed in accordance with the following site schedule:

19. GUARANTEE

Except as otherwise specified, the Contractor shall guarantee all workmanship and materials, including plant material for a period of one (1) year from date of final completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the contract document, shall relieve the Contractor of the responsibility for negligence, faulty materials or workmanship within the extent and period provided by law. Upon written notice, the contractor shall remedy any defects, and shall pay all expenses for damage to other work resulting from that defect.

If the drawings and/or specifications provide for methods of construction and installation, or materials which cannot be guaranteed by the Contractor for the indicated period, the Contractor shall so inform the Owner in writing prior to submitting a bid. Otherwise, the Contractor shall guarantee all methods of construction and installation, and materials for the indicated period of time.

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GENERAL TERMS

In addition to all other requirements of the Contract Documents (including but not limited to the General and Supplementary Conditions that may be contained within or referred to in other Contract Documents (e.g., AIA A201, General Conditions, as modified by Park District "Supplementary Conditions") and the Drawings and Specifications and other portions of the Project Manual), the following general terms also apply:

1. TERMS:

"Owner" shall refer to the Bloomington Park District. "Contractor" shall refer to the party entering into the contract for the performance of the specified work, and his or her legal representatives or agents. "Owner's Representative" shall refer to a designated employee or employees of the Park District.

2. LAWS AND PERMITS:

Contractor shall at all times observe and comply with federal, state and local laws, regulations and ordinances which in any manner affect the conduct of the work. Complaints, claims or actions brought against Contractor for failure to observe or comply with any law, ordinance or regulation shall be the sole responsibility of Contractor and shall in no way extend to or expose the Owner or to liability. Contractor shall perform all work and use only those materials conforming to city, county, state and federal codes regarding health, safety and welfare. The Owner and Engineer/Architect shall not be held responsible for failure of work or materials that do not conform to codes. Prior to beginning the work, Contractor shall obtain permits and licenses, pay charges and fees, and give notices necessary and incident to the due and lawful prosecution of the work.

3. INTENT OF CONTRACT DOCUMENTS:

The Contract Documents are intended to include all items necessary to complete the Work. Contractor shall perform the work and incidental construction in the manner specified in the Contract and shall furnish all materials, labor, tools, equipment and incidentals necessary to complete the work. Plans and specifications are intended to be complimentary. Work or materials called for by one shall be binding as if called for by all.

4. PLANS & SPECIFICATION DIMENSIONS:

Drawings and images are for the purposes of orienting the bidder with the work and its location. Bidder is responsible for all measurements.

5. ERRORS AND DISCREPANCIES

If the Contractor, during work, finds discrepancies between the plans and the physical conditions or any errors or omissions, it shall be his duty to notify owner immediately. Owner shall verify such findings and determine the course of action, if any, necessary. Any work done after such discovery and without approval to commence from the Owner's Representative, shall be done at the Contractors risk. Owner reserves the right to prepare supplementary plans showing any additional or revised details for construction purposes not shown on the Contract plans when necessary.

When information concerning underground, subsurface or other concealed conditions, borings, soil analysis, utility locations or conditions, test pits, buried structures, condition of existing structures and other investigations have been provided to Contractor such information has been made available for Contractor's convenience and is not part of the Contract. Neither Owner nor Engineer/Architect shall be responsible for the accuracy of such information. A guarantee is not expressed or implied that indicated conditions are representative of those existing throughout the work, or at any particular location, or that the indicated condition may not change or that unanticipated conditions may not be present.

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6. SUBSTITUTIONS

Each bid or bid shall be based upon the material and equipment called for in the plans and specifications. Items called for in the plans and specifications are done so to establish a standard. Only prior written approval from owner shall allow any substitution of material, furnishing or article in place of the item specified. References to the term "equal" or "approved equal" shall mean that an item used in place shall be of equal or greater quality and shall be approved in the manner described in this section as a substitute to the specified material, furnishing or article.

7. CONTRACTOR NOTIFICATION RESPONSIBILITIES & TIMELY DEMAND FOR INSTRUCTIONS

Contractor shall have a complete copy of specifications and plans at the work site whenever work is in progress. Contractor shall notify Park District, in writing, a minimum of 48 hours in advance of beginning the work, and shall notify Park District a minimum of 48 hours in advance by phone when approvals are needed including: layout staking, all grading, drainage, and other major items of construction for field checking of construction. Copies of material delivery tickets shall be furnished to the Park District.

All work and materials shall be open to the inspection of Engineer/Architect and the Owner at all times. The Contractor shall also furnish upon request of Engineer/Architect at his expense, a person or persons familiar with the project to review work on site and discuss any matters with Engineer/Architect about the work or Contract when Engineer/Architect gives 48 hours notice for such a meeting or whenever Contractor's staff is present at the site.

8. SUBCONTRACTORS AND SUPPLIERS

Contractor shall provide a list of subcontractors and suppliers to Engineer/Architect for approval prior to commencing the work. When any subcontractor or supplier fails to perform the work in accordance with the Contract, Contractor shall terminate such subcontractor or supplier upon written notice by Engineer/Architect. Contractor shall have no claim for damages, compensation in excess of Contract price or an extension of Contract time as a result of any such termination. The Contractor shall not let or transfer this contract or any part thereof without the written consent of the Owner and Engineer/Architect. Contractor shall not be relieved from any liability or obligation under this Contract when work is assigned to others.

9. OWNER'S RIGHT TO DO WORK:

The Owner reserves the right to perform or have performed other work at the project site. Contractor shall afford the Owner and other contractors reasonable opportunity for the execution of other work and shall properly coordinate the work with other work.

10. RIGHT TO SUSPEND WORK:

Engineer/Architect or the Owner will notify contractor in writing when the work is to be suspended wholly or in part for such periods deemed necessary. Where due work may be suspended for unsuitable weather, other conditions unsuitable for the prosecution of the work, any condition deemed to be in the public's best interest, failure of Contractor to carry out provisions of the Contract, or failure of the Contractor to carry out orders. Contractor shall maintain work site safety and protect the Work as provided in the General Conditions. No additional compensation shall be paid to Contractor because of such suspension. Contractor shall not suspend the Work without written authority of Engineer/Architect or the Owner.

11. ALTERATIONS, EXTENSIONS AND DEDUCTIONS:

The Owner reserves the right to extend or shorten the work, alter the plans, add incidental work, and increase or decrease quantities of work to be performed in accord with these changes, including the

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cancellation or deduction of any one or more of the work items. Changes shall not be considered as a waiver of Contract conditions.

Alterations, extensions and deductions shall be authorized by a written change order issued by Owner and signed by Contractor and Owner before work is started. Change orders shall state the items of work involved, changes in Contract amount, and any extension in completion time. Claims for extra work, which have not been authorized by a written change order, will be rejected.

In the case of work specified by the Owner or Engineer/Architect to be completed by the Contractor, but not indicated on the plans or specifications, or not susceptible to classification under the Schedule of Unit Prices in the bid, the Contractor shall and will perform such work and furnish such materials as may be required. An agreement to the costs of such work and necessary materials shall be agreed upon before commencement of work, and shall be in writing.

The Owner shall have the right to increase or diminish all or any Contract amount or items without impairing the volume or scope of this Contract so long as these alterations do not change the amount of the contract price more than thirty-five percent (35%).

12. DISCHARGE OF EMPLOYEES:

When any person employed by Contractor fails to perform the work according to the Contract, appears to be incompetent or exhibits disorderly conduct or improper manner, such person shall be immediately removed from the work on written request. Contractor shall have no claim for damages or extension of time as a result of such termination. Should Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, Owner's Representative may suspend the work.

13. USE OF SITE

Contractor shall confine equipment, material storage and workers operations to limits indicated by law, ordinances, plans, permits or directions of the Owner and as per plans. Contractor shall not unreasonably encumber the site with materials or cause inconvenience to the Owner, public or other contractors. Contractor's responsibilities for usage of the site shall include:

1. Utilities: Contractor shall obtain permits, provide and make payment for such utilities as water, electricity, heat/air, telephone and waste disposal when necessary in performing the work.
2. Buildings: Contractor shall obtain permits, provide and make payment for temporary structures such as offices, sheds, trailers, and sanitary facilities, and necessary maintenance of structures in performing the work.
3. Pumping: When during construction, standing water caused by heavy rains or poor drainage becomes a hazard to the work, Contractor shall provide and make payment for removal of water to existing drainage swales, storm sewers or other natural or manufactured drainage ways. See Erosion and Sediment Control in Specifications in Special Provisions.
4. Temporary Roads and Turnarounds: Contractor shall provide for temporary roads as necessary or access to and within the site during the construction. All temporary roads or turnaround points shall be approved prior to construction.
5. Storage: Materials and equipment shall be stored in a manner that preserves their quality. When necessary, materials and equipment shall be placed under cover, on wooden platforms or other hard, clean surfaces, and not on the ground. Private property shall not be used for storage purposes without written permission from the owner of the property. Location of any storage area is subject to approval by the Owner.

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6. Parking Contractor's construction vehicles parked on the site shall not inhibit construction or prevent access for emergency or other official vehicles. Parking areas are subject to Owner's Representative's approval. Parking is prohibited under the dripline of trees to be saved.

14. WORK SITE SAFETY

Contractor shall be solely responsible for providing and maintaining safe conditions at the work site, including the safety of persons and property and shall comply with applicable laws and safety regulations to prevent injury to persons or damage to property. The Contractor is responsible for protecting public from dangerous situations on the site during Construction. This requirement shall apply continuously and shall not be limited to normal working hours.

Whenever public or private property is damaged, Contractor shall at his/her own expense, restore such property to a condition equal to that existing before the damage was done. Contractor shall also be responsible for damage to the work by actions of the elements or from any other cause whatsoever and shall restore the work at his/her own expense. A registered Land Surveyor at the Contractor's expense shall replace existing property corners disturbed or lost during construction. When the site is opened for usage after final acceptance, damage to the work shall not be due to the Contractor's fault or negligence.

Contractor shall have no claim against the Owner or Engineer/Architect because of any damage or loss to the work or to Contractor's equipment, materials or supplies from any cause, including damage or loss due to simultaneous work by others.

When Owner's Representative deems any operation, condition or practice to be unsafe Contractor shall take corrective action before affected work is resumed. Contractor shall protect public and adjacent properties including roadways and shall use necessary precautions to prevent damage or injury thereto. Contractor shall prevent damage to pipes, conduits, and other underground structures as well as fences, monuments or other aboveground structures. Vegetation not marked for removal shall not be cut, trimmed or damaged except with the approval and under the direction of Owner's Representative: Contractor shall provide on-site traffic patterns away from existing vegetation, provide necessary ramps and shall not park vehicles near or under existing vegetation. Contractor shall not park or maneuver equipment or stockpile materials within ten (10) feet of tree drip lines or plants to be protected. Vegetation damaged during construction is subject to replacement at Contractor's expense. Contractor shall protect the Owner's employees and the public by maintaining barricades, warning signs, flags, lights and temporary passageways around construction areas, covering holes, properly storing materials and equipment and providing other suitable methods for the protection of said persons.

15. LABOR, EQUIPMENT AND METHODS

Contractor shall at all times employ sufficient labor and equipment for prosecuting the work in the manner and time specified. Workers shall have sufficient experience and skill to properly perform the Work and operate the equipment.

Equipment used shall be of such type, size and amount and in such mechanical condition as to meet the requirements of the work and produce a satisfactory quality of work. Contractor shall replace unsatisfactory equipment and furnish additional equipment when deemed necessary by Owner's Representative.

The specified methods and equipment shall be used in the prosecution of the work unless otherwise authorized by Owner's Representative. Contractor may make a written request to Owner's Representative to use a method or type of equipment other than those specified. The request shall include a description

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of the proposed methods, equipment and an explanation of the reasons for the substitution. When Owner's Representative authorizes trial use of the substitution, Contractor shall be responsible for producing the work in conformance with the Contract. If Owner's Representative determines that the trial method or equipment does not conform to the Contract requirements, Contractor shall discontinue use of the substitute method or equipment and shall complete the remaining work with the specified methods or equipment. Contractor shall remove defective work and replace it with work meeting the Contract requirements or take other corrective action as directed by Owner's Representative. No increase will be made in payment or in contract time as a result of authorizing a change in methods or equipment under these provisions.

16. INSPECTION AND TESTING

Materials and equipment to be used in the work shall be subject to testing at all times during fabrication as specified or designated by Owner's Representative. Contractor shall give advance notice to permit tests or inspections to be performed prior to incorporating materials or equipment into the work. Without charge to the Owner, the Contractor shall furnish such amounts of materials needed for testing and shall afford the inspector such facilities required for collecting samples and making inspections. Unless otherwise specified, the Owner will bear the cost of inspections and testing of materials.

17. SUBMITTALS

Contractor shall submit to Owner's Representative required shop drawings (three sets each), product data and samples concerning materials and equipment. Owner's Representative's review and approval of required submittal shall be for the sole purpose of examining the general details and design of the proposed work and shall not be regarded as an assumption of risk or liability. Equipment and materials installed or used without such review shall be at risk of rejection and replacement by Contractor at no cost to the Owner. Submittals shall become part of the Contract Documents. Contractor shall be responsible for any delay in the work due to a delay in providing required submittals.

Unless otherwise specified, equipment and materials are to be new and of best quality. Materials, equipment or work having a well-known, technical or trade meaning but not specifically defined in the Contract Documents, shall be construed in accordance with such well-known meaning recognized by Architects, Engineer/Architect and Tradesmen.

18. REMOVAL OF DEFECTIVE WORK

Owner may reject and require correction of any work that does not conform to the Contract Documents. Contractor shall correct condemned workmanship and immediately remove and replace rejected materials and equipment without additional cost to the Owner. When Contractor fails to correct condemned work and remove rejected materials and equipment from the site, the Owner reserves the right to refuse payment for such work and perform such work or hire others to perform such work and the expense thereof shall be deducted from the amount to be paid the Contractor.

Until final payment, all work shall be subject to inspection and testing, which includes removing or uncovering finished work when necessary. Contractor shall provide access and assistance required for such inspection and testing and shall furnish necessary facilities, labor and materials for such removal and approved replacement. Nothing in this Contract shall be construed to mean that the Owner or Engineer/Architect waives the right to later complain about defective materials or workmanship even after final acceptance.

When questioned work is found to be defective due to fault of Contractor, subcontractor, suppliers or their employees, Contractor shall pay for the cost of such inspection and reconstruction. When questioned work is found to meet Contract requirements, Owner shall pay actual cost of labor and materials involved in inspection and reconstruction, plus the Owner shall allow Contractor 10%.

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2018 Springfield Park Asphalt Repairs and Maintenance

19. COMPLETION DATE

Contractor warrants that the commencement and completion dates specified in the Instructions to Bidders is reasonable time for completion of the work for the Contract price taking into consideration natural and manufactured conditions that may affect the work.

20. CLEANING UP

Contractor shall keep the project site and adjoining premises and thoroughfares free from accumulation of waste material or rubbish caused by the work on a daily basis. Upon completion of the work, Contractor shall remove equipment, rubbish, tools, and surplus materials from the site and adjoining premises. When Contractor fails to do so within five (5) calendar days of a written request by the Owner's Representative, the Owner may remove the items and deduct the cost of such removal from Contractor's final payment.

Dust shall be kept to a minimum during construction by means of wetting the site or other approved methods. The Contractor shall wash down all existing sidewalks and roadways on and off site once a week during construction to keep the area clean. See also Restoration of Disturbed Areas / Site Cleanup in Special Provisions.

21. PAYMENT

Contractor may request payments based on work completed. Payment requests shall be submitted to the Owner for approval in duplicate on AIA Documents G702 and G703, Application and Certificate for Payment. The estimate shall be a sworn statement of work completed to date, shall list each item completed with reference to the bid item number and quantity, and include waiver of liens as specified in the Instructions to Bidders. The Owner shall retain ten percent (10%) of each payment. The Owner reserves the right to temporarily withhold payment from any pay request submitted by Contractor due to the delay in the progress or completion of the work.

The Bloomington Park District pays invoices on the third Monday of each month. In order to receive payment in the same month, all invoices should be submitted to Owner by the first business day of the month for review by the Bloomington Park District.

Owner shall make a final inspection of work after Contractor notifies the District that work is substantially complete. The Contractor will be notified in writing of all punch list items, if any, to be corrected or completed before final acceptance is granted. Following Contractor's completion of all punch list work, Engineer/Architect shall provide a written notice of final acceptance to Contractor. The date of the final acceptance letter shall be the beginning date of the one-year guarantee or work as stated in the Instructions to Bidders.

Upon written final acceptance, the Contractor shall submit final waivers of lien, and a final request for payment, including retained monies. Final payment shall be made to the Contractor within sixty (60) calendar days after receipt of the above items. Contractor may request a reduction of the percentage of retainage during the one hundred twenty-day period and a payment of a portion of the retainage may be made at the Owner's discretion.

22. OWNERSHIP OF PLANS, SPECIFICATIONS

All Plans and Specifications and copies thereof furnished by or purchased are properties of the Bloomington Park District and are not to be used on other work. With the exception of one complete set, all documents are to be returned upon contract completion.

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2018 Springfield Park Asphalt Repairs and Maintenance

23. FREEDOM OF INFORMATION ACT REQUESTS

Contractor agrees to maintain, without charge to the Owner, all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

24. INSURANCE

A. To keep in force, to the satisfaction of the Owner, at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:

1. Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoremen's): Statutory
 - c. Employer's Liability
 - \$500,000.00 Per Accident
 - \$500,000.00 Disease, Policy Limit
 - \$500,000.00 Disease, Each Employee

2. Commercial General Liability:
 1. \$2,000,000.00 General Aggregate
 2. \$1,000,000.00 Products Completed Operations Aggregate
 3. \$1,000,000.00 Personal and Advertising Injury
 4. \$1,000,000.00 Each Occurrence
 5. \$ 50,000.00 Fire Damage (any one fire)
 6. \$ 5,000.00 Medical Expense (any one person)

3. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - a. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident
 - b. Property Damage:
 - \$1,000,000.00 Per Occurrence

4. Umbrella Excess Liability:
 - \$2,000,000.00 over Primary Insurance

B. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retention's must be declared to and approved by the District. At the option of the District either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the District, its officers, officials, employees, volunteers and agents; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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C. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. Regarding General Liability and Automobile Liability Coverage

- a. The District, its officers, officials, employees and volunteers, its officers, officials, employees, and volunteers, are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the contractor. Coverage shall contain no special limitations on scope of protection afforded to the District, its officers, officials, employees, volunteers, or agents.
- b. The Contractor's insurance coverage shall be primary insurance as respect to the District, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the District, its officers, officials, employees, volunteers or agents shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage to the District, its officers, officials, employees, volunteers, or agents.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

- a. The insurer shall agree to waive all rights of subrogation against the District, its officers, officials, employees, volunteers, and agents for losses arising from work performed by the contractor for the District.

3. All Coverage

- a. Each insurance policy required by this clause shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice by certified mail, return receipt requested, has been given to the District.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII and licensed to do business in the State of Illinois.

E. Verification of Coverage. Contractor shall furnish the District with certificates of insurance and with original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

F. Subcontractors. Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

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G. Indemnification Clause. Contractor shall protect, defend, indemnify and hold harmless, the Bloomington Park District, their officers, employees, and agents, from and against all claims, actions, suits, judgments, costs, losses, and expenses, including attorneys' fees and administrative expenses, and liabilities of whatsoever kind or nature arising out of:

- A. Contractor's performance of, or failure to perform, the work in accordance with the terms of the Contract.
- B. Infringement (actual or claimed) on patents, copyrights or trade names by reason of any work performed or to be performed by Contractor under the Contract or by reason of anything to be supplied by Contractor pursuant to the Contract;
- C. Bodily injury, including death, to any person or persons (including Contractor's officers, employees, agents and servants) or damage to or destruction of property, including the loss of use thereof;
 - 1. caused in whole or in part by any act, error or omissions by Contractor, subcontractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder,
 - 2. arising directly or indirectly out of the presence of any person in or about any part of the project site or in the streets, sidewalks and property adjacent thereto;
 - 3. Arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of the Contract.

H. An endorsement containing the following: "Solely as respects to work done by and on behalf of the named insured for the Bloomington Park District, it is agreed that the Bloomington Park District, its officers, officials, employees, volunteers, and agents, are added as **additional insured** under this policy."

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ACKNOWLEDGEMENT OF DOCUMENTS

1. Receipt of Documents: Bidder has received a complete set of specifications and plans and understands the meaning of their content, and shall willingly comply with the guidelines set forth in these documents.

Yes	No
—	—

2. Identification of Documents Received: The following is a checklist of documents that should appear in the Bid Documents. Please complete the checklist and contact the Park District if any of the documents have been omitted.

	Yes	No
ADVERTISMENT FOR BID	—	—
INVITATION TO BID	—	—
INSTRUCTIONS TO BIDDERS	—	—
GENERAL TERMS	—	—
ACKNOWLEDGEMENT OF DOCUMENTS	—	—
BID FORM	—	—
CONTRACTOR REFERENCES	—	—
STATEMENT OF QUALIFICATIONS	—	—
CERTIFICATION	—	—
SAMPLE CONTRACT	—	—
PREVAILING WAGE	—	—
LIST OF DRAWINGS	—	—
GENERAL SCOPE OF WORK	—	—
SPECIFICATIONS	—	—

Bloomington Park District
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BID FORM
(Page 1 of 6)

TO: Bloomington Park District
172 S. Circle Ave.
Bloomington, IL 60108

SCHEDULE OF PRICES

Springfield Park pathway remove and replace as specified:

Remove existing asphalt, re-compact base, adding stone as-needed, install binder course and top course according to the enclosed specifications.

Total number of linear feet estimated: _____

Total Cost to Remove and Replace: \$ _____

Springfield Park pathway asphalt crack filling as specified:

Total number of linear feet estimated: _____

Total Cost, crack filling: \$ _____

Springfield Park pathway seal coating as specified:

Total number of linear or square feet estimated: _____

Total Cost, seal coating: \$ _____

Bench Removal, ADA Pad for park benches, as specified:

Cost per pad, concrete: \$ _____

Cost per pad, asphalt: \$ _____

Total Cost for all Concrete Slabs: \$ _____

Total Base Bid: \$ _____

Need to insert in the base bid cost of retainer at "edge of the earth"

Voluntary Alternates will be accepted (use separate sheet).

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BID FORM
(Page 2 of 6)

TOTAL ESTIMATED CONTRACT PRICE:

	Dollars and	Cents
(In numbers)		(In numbers)

	Dollars and	Cents
(In words)		(In words)

Bloomington Park District
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BID FORM
(Page 3 of 6)

SUBCONTRACTORS: List Name, Address, Phone and Work Assignment

1. _____

2. _____

3. _____

Receipt of Addenda: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

BY: _____
(Company)

(Authorized Signature)

(Address)

(City, State, Zip)

(Phone)

(Date)

(Tax I.D. No.)

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CONTRACTOR REFERENCES
(Page 4 of 6)

COMPANY NAME: _____

CONTACT: _____ SIGNATURE: _____

PHONE: _____ FAX: _____

ADDRESS: _____

Contractor References:

Please include three references with which the Contractor has completed similar work and approximate magnitude required under this contract in the past two years

Project Name	Contact Person	Phone Number	Completion Date
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Bloomington Park District
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STATEMENT OF QUALIFICATIONS

(Page 5 of 6)

BIDDER'S INFORMATION

A. Bidder's organization has been in business under its present business name for ____ _ years, from _____ to _____.

B. Bidder's organization has had experience in work comparable with that required under the proposed contract:

as a prime contractor _____ years;

as a subcontractor _____ years.

C. Work similar in character to that required in the proposed Contract (see above) which Bidder's organization has completed as a prime contractor:

	Year Completed	Type and Location of Work and for Whom Performed	Approximate Contract Amount
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

D. Bidder refers to the following for information concerning work listed in Bidder's information:

	NAME	TITLE	PHONE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

E. Contractor may attach additional project detail to demonstrate ability to successfully complete work comparable with that required under the proposed contract.

Bloomington Park District
2018 Springfield Park Asphalt Repairs and Maintenance

CONTRACT FOR 2018 Springfield Park Asphalt Repairs and Maintenance

This agreement, made this **XXth** day of **Month**, 2018 between the Bloomington Park District, hereinafter referred to as "Park District" and **Contractor**, hereinafter referred to as "Contractor."

WITNESSETH

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

Section I-Contract Documents

The Contract documents consist of this document ("the Contract"), the Project Manual issued by the Park District dated **Month XX, 2018**, and the completed proposal packet, including the completed bid form and any addenda thereto. These documents represent the entire agreement between the parties, and no statement, promise or inducement made by either party to the other that is not contained therein shall be binding. The terms or conditions of this contract may not be modified, except in writing signed by all the parties.

Section II- Contract Work

The Contractor shall provide the materials, services, and equipment to fully execute the Work described in the Contract Documents. The Work shall be furnished and completed in accordance with the Contract Documents.

Section III- Date of Commencement and Final Completion

The Work shall commence upon issuance of Notice to Proceed, expected to be released in **Month** 2018.

The Contractor shall be completed with the work by **Month XX, 2018**.

Time is of the essence for all matters concerning this Contract.

Section IV- Contract Sum

The Park District agrees to pay the Contractor for the performance of the Contract Work the sum of **dollar amount in words (\$X,XXX.XX)**. Payment shall be made to the Contractor by the Park District only after the Contractor has fully performed the Contract Work.

Section V- Additional Terms

1. The contractor, subcontractors, and suppliers shall perform all work required for the Project in a good and workmanlike manner.

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2. To the extent that the Prevailing Wage Act applies, Contractor shall pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Contractor and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the District as required by Statute. The Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the District against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Contractor agrees that, prior to making any payments to its own laborers, workers or mechanics or to any subcontractor that it will determine and pay the then-current prevailing rate of wage as determined by the Illinois Department of Labor and posted at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>.
3. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Contract. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, [Illinois Substance Abuse Prevention on Works Projects Act](#), the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.
4. Contractor shall contact J.U.L.I.E. (1-800-892-0123) and have the worksite checked for buried utility lines prior to work.
5. Any and all documents and improvements subject to this agreement are, at all times, property of the Park District.
6. Contractor will be required to file a written substance abuse prevention program with the Park District for the prevention of substance abuse among its employees prior to the commencement of work.

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7. **(DELETE PARAGRAPH IF VALUE OF PROJECT IS UNDER \$50,000, OR IF YOU PREFER TO KEEP THE PERFORMANCE BOND REQUIREMENT)** For all projects where the contract sum is \$50,000 or greater, Contractor shall provide a Surety Bond (guaranteeing both faithful performance and payment to subcontractors and material suppliers for labor and materials), naming the Bloomington Park District as Obligee, for not less than one hundred percent (100%) of the contract amount will be required prior to beginning construction and in a form approved by the Park District Attorney. Such bonds shall include the provision guaranteeing the faithful performance of the Prevailing Wage Act. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.
8. Contractor shall submit a Certificate of Insurance complying with the terms, per the Project Manual dated **Month XX, 2018**, prior to mobilization.

Section VI- Insurance

1. Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the contractors operation and use of the premises. The cost of such insurance shall be borne by the Contractor.
2. Minimum Scope of Insurance.
 - a. Coverage shall be at least as broad as:
 - i. Broad Form Comprehensive General Liability, or the most recent revision.
 - ii. Worker's Compensation insurance as required by statute and Employers Liability insurance.
 - iii. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards).
3. Minimum Limits of Insurance.

Provider shall maintain limits no less than:

 - a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or shall be twice the required occurrence limit.
 - b. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by statute and Employers Liability limits of \$1,000,000 per accident and \$1,000,000 per disease.

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- c. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
4. Deductibles and Self-Insured Retentions.

Any deductible or self-insured retentions must be declared to, and approved by, the Park District. At the option of the Park District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Park District, its officers, elected and appointed officials, employees, volunteers, and agents; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
5. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions:

 - a. General Liability.
 - i. The Park District, its officers, elected and appointed officials, employees, volunteers and agents are to be covered as additional insureds as respects: liability arising out of premises owned, occupied, or used by the contractor and/or arising out of activities performed on or on behalf of the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Park District, its officers, elected and appointed officials, employees, volunteers, or agents.
 - ii. The contractor's insurance coverage shall be primary insurance as respects the Park District, its officers, elected and appointed officials, employees, volunteers, and agents.

Any insurance or self-insurance maintained by the Park District, its officer, elected and appointed officials, employees, volunteers, or agents shall be excess of the Contractor's insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Park District, its officers, elected and appointed officials, employees, volunteers, or agents.
 - iv. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Worker's Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the Park District, its officers, elected and appointed officials, employees, volunteers, and agents for losses arising from the use of the premises.
7. All Coverages.

Each insurance policy required by this clause shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the Park District.

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8. Acceptability of Insurers.

Insurance is to be placed with insurers licensed to do business in Illinois.

9. Verification of Coverage.

Contractor shall furnish the Park District with certificates of insurance and with original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the Park District before the premises are occupied. The Park District reserves the right to require complete certified copies of all required policies, at any time.

10. Indemnification Clause.

Contractor shall, to the fullest extent permitted by law, waive any and all rights of contribution against the Park District and shall indemnify and hold harmless the Park District and its officers, elected and appointed officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert 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 is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it 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. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity that the Park District would otherwise have. The Contractor shall similarly, protect, indemnify and hold and save harmless, the Park District, its officers, elected and appointed 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 provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts. The rights and obligations of this Subsection 10 shall survive the voluntary or involuntary termination of this Contract.

Section VII- Assignment

This Contract is nonassignable in whole or in part by either party, and an assignment shall be void without the prior written consent of Park District, whose consent shall not be unreasonably withheld.

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Section VIII- Contractor Status

Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Contract; that it as well as any persons or agents as it may employ are not employees of the Park District; and that neither this Contract, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.

Section IX- Waiver of Terms

Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all parties. The failure of claimant to enforce the provisions of this Contract or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.

Section X- Compliance with Freedom of Information Act.

Contractor agrees to maintain, without charge to the Park District, all records and documents for projects of the Park District in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce records which are responsive to a request received by the Park District under the Freedom of Information Act so that the Park District may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Park District and if possible, the Park District shall request an extension so as to comply with the Act. In the event that the Park District is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Park District harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

Section XI – Human Rights Act (if project financed by funds from State of Illinois)

Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) ("Rights Act"), all Contractors/Contractors and Subcontractors must have in force and effect a written sexual harassment policy which includes at a minimum the following provisions:

1. a statement of illegality of sexual harassment;
2. the definition of sexual harassment under Illinois law;
3. a description of sexual harassment utilizing examples;
4. an internal complaint process, including penalties;
5. the legal resource, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
6. directions on how to contact the Department and the Commission; and

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7. protection against retaliation as provided by Section 6-101 of the Rights Act.

The Contractor understands, represents and warrants to the Park District that Contractor and its subcontractors (for which the Contractor takes responsibility to ensure that they comply with the Rights Act) are in compliance with Section 2-105 of the Rights Act and will remain in compliance with Section 2-105 of the Rights Act for the entirety of the work. A violation of Section 2-105 is cause for the immediate cancellation of this Contract. However, any forbearance or delay by the Park District in canceling this Contract shall not be construed as, and does not constitute, Park District's consent to such violation and a waiver of any rights the Park District may have, including without limitation, cancellation of this Contract.

Section XII - Other Applicable Laws

This contract shall be governed by the laws of the State of Illinois, which are incorporated herein. Any suit brought to enforce the provisions of this suit shall be filed in the Sixteenth Judicial Circuit, DuPage County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Contract, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation. No suit or action shall be maintained by the Contractor, its successors or assigns, against the Park District on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the voluntary or involuntary termination of this Contract.

Section XIII – Further Assurances

Contractor agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon written request of the Park District, all agreements, instruments, papers, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by the Park District for the purpose of or in connection with goods and services described in the Contract.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor or its employees, representatives or subcontractors are in no sense employees of the District, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the District.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals the day and year first above written.

BLOOMINGDALE PARK DISTRICT

CONTRACTOR

By: _____

By: _____

Bloomington Park District
2018 Springfield Park Asphalt Repairs and Maintenance

SCOPE OF WORK
SPECIFICATIONS
TECHNICAL REQUIREMENTS

Scope of Work: Remove and Replace Designated Areas

- A. Saw cut perimeter of replacement at adjoining asphalt surfaces
- B. Remove 5-inch (average depth) asphalt, haul all debris from site, and dispose of legally.
- C. Bring new asphalt elevations back to grade for proper water drainage and to meet up with existing adjacent grades by adding up to 150 tons of additional compactable stone.
- D. Fine Grade & Compact prepared stone base with vibratory rollers and plates to maximum compaction.
- E. Prime exposed asphalt edges with CSS-1 liquid asphalt bonding emulsion
- F. Install 2 1/2 inches (compacted thickness) of private mix hot plant binder course asphalt.
- G. Install 2 ½ (compacted thickness) inches of (N-50) private mix hot plant surface course asphalt.
- H. Separate lifts of Binder and Surface Course to be compacted with 3-5-ton vibratory Rollers to maximum density matching existing elevations.
- I. Bidder/contractor must coordinate schedule to include testing of materials and compaction by a third party to be hired by owner.

Scope of Work: Walking Path Pavement Resurfacing:

- A. Profile Mill or Saw Cut and Remove existing asphalt to a 2-inch depth for a straight butt joint and smooth transition to existing asphalt grades.
- B. Remove High spots and grind down roots as needed. Create Butt Joints 3-foot (wedges) minimum for smooth transitions to existing conditions.
- C. Adjust catch basin/Inspection covers to proper elevation with PCC ring or steel collar.
(Apply weed killer adequately to kill and prevent weed growth in/beneath new asphalt.
(Weed Kill 2 weeks prior to start then Scrape and cut turf edges of Path to remove grass and weeds to shape walking paths the same width symmetrically (in which parts on either side of a central dividing line correspond to each other or are identical to each other).
- D. Trim grass edges to a symmetric 8' width prior to paving.
- E. Haul and dispose of grindings and spoils from site.
- F. Properly sweep & clean to prepare existing surface.
- G. Prime prepared pavement with CSS-1 liquid asphalt bonding emulsion.
- H. Machine lay a 1" leveling course (compacted thickness) over prepared paths using hot plant Asphalt Surface Course and compact.
- I. Machine Lay 1 ½ inches (compacted thickness) Surface Course on top of leveled pavement using hot plant Asphalt Surface Mix level with smooth transitions to existing surfaces.
- J. Finish rolling of surface mix asphalt will have a smooth finish by using vibratory Plates and 3-5-ton Rollers for a final finished compaction depth of 2 inches.
- K. Exposed edges of new pavement will be hand tamped and finished at a 45-degree angle.
- L. Staging & Work areas will be left in broom swept condition.
- M. Hand tamp symmetrically all exposed edges
- N. South bench area: bench pad needs to be expanded to a 5' x 12' dimension, matching existing construction (clarify with Owner as needed prior to installation).

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Scope of Work: Seal coating of Asphalt walking paths:

- A. Trim grass edges straight & uniform as possible.
- B. Properly clean and prepare existing asphalt surfaces using power cleaning equipment.
- C. Oil spots will be properly prepared and treated with Petro-Seal primer.
- D. Apply **2 COATS** of mineral filled asphalt emulsion pavement sealer the first coat to contain 4 to 5 lbs. **"Silica or Black Beauty"** aggregate per gallon of sealer. The second coat is applied without aggregate. Both coats will contain **"Top-tuff" (or equivalent)** liquid polymer additive, which speeds the drying time, suspends the sand and creates extra toughness in the sealer.

Scope of Work: Hot Crack filling:

- A. Identify cracks (1/4 inch –1 inch) including previously filled cracks.
- B. Preparation must include power routing of cracks.
- C. Remove dirt and debris from crack with compressed air.
- D. Cracks will be filled with hot rubberized crack sealant (W.R. Meadows #3405 or equivalent to IDOT specifications).
- E. Contractor to use a tow-behind heated oil jacketed melting kettle applying material with a heated applicator hose and shoe.
- F. Surplus material will be struck off using a "v" squeegee as necessary.

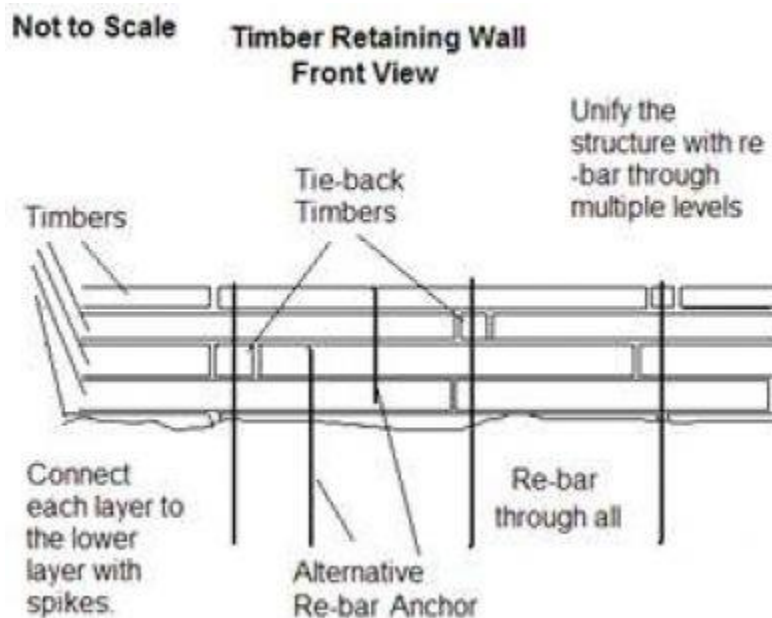
Scope of Work: Springfield Path Catch Basins:

- A. Saw cut as marked and mill to a 2" depth
- B. Replace with hot plant surface course asphalt
- C. New asphalt must be compacted to maximum compaction and to proper drainage.

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SCOPE OF WORK (Alternates)

(Alternate #1) Scope of Work: Remove and Replace Existing Timber Retaining Walls/New Retaining Wall:



- Retaining wall to be removed and replaced in coordination with asphalt work so the end product is the best possible product for the owner.
- Remove existing timbers and dispose of legally.
- Compact stone base.
- Minimize disturbance to adjacent soils.
- Restore all disturbed adjacent areas.
- Compact adjacent soils/backfill.
- Backfill and re-seed all disturbed areas.
- Use straight 6" x 6" pressure-treated timbers, with no warps, checks, or bows.
- Use steel reinforcement bar as shown in the image above.
- Replace timbers at the same height as the existing timbers.
- Replace tie-back timbers as needed.
- Each timber to be placed ½" setback from the timber below it.
- Leave no sharp or splintered wood or steel edges (lumber & re-bar).
- All timbers to be leveled and plumb.
- Chamfer all exposed 6" x 6" lumber ends to remove sharp exposed corners.
- Backfill and restore turf as needed (seed and blanket or mulch)

New Retaining Wall:

- Excavate to 30" depth, 8" wide for specified length.
- Compact 6" stone base.
- Construct (as specified above) 6" x 6" pressure treated timber retaining wall to approximately 6" above finished asphalt elevation.

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- Top of new retainer should follow the adjacent asphalt elevations.

(Alternate #2) Scope of Work: Concrete ADA Bench Pad

- Excavate to 8" depth.
- Compact 4" stone base.
- Pour 4" concrete: 3000 psi (20.7 MPa) at 28 days
- Broom finish with "California Finish".
- Finished bench pad shall measure 5' deep by 12' long.
- Finished bench pad elevation shall meet adjacent asphalt elevation with $\leq \frac{1}{4}$ " transition (ADA compliance).
- Backfill and restore disturbed adjacent turf, seed & blanket or mulch.
- Steel Reinforcement: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

Conditions and Notes:

- Bloomington Park District Reserves the Right to hire an Independent engineering firm to core for thickness verification and/or density testing.
- During Construction of all improvements, Contractor shall sweep and clean work areas on a daily basis to provide neat and presentable conditions in the work areas.
- All work to meet or exceed Village of Bloomington specifications with a 3-year guarantee.
- Contractor shall supply, utilize, and maintain barricades for all traffic control requirements as needed to prevent interim damages to and or to allow all work materials to properly set-up; cure or dry.
- Work shall be scheduled with respect to the rain forecast. For reasons related to compaction as well as runoff of residue into Bloomington's storm sewer system.

END OF TECHNICAL REQUIREMENTS