



BID DOCUMENTS

For

ROTT CREEK BANK STABILIZATION

LISLE, ILLINOIS

MAY 14, 2021

BIDS DUE: 10:00 AM, TUESDAY, JUNE 8, 2021

SUBMITTED BY:

Contractor Name

Address

City, State, Zip

Phone

Fax

Email



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1. INVITATION TO BID

Sealed bids are invited for the ***Rott Creek Bank Stabilization Project*** for the Lisle Park District. The scope of work includes but is not limited to excavation/earthwork, tree removal, partial stream dewatering, erosion control, asphalt pavement, concrete curb and gutter, landscaping, and native plantings.

Specifications and Drawings are available electronically by contacting the Lisle Park District's Recreation Center, 1925 Ohio Street, Lisle, Illinois 60532 between the hours of 8:30 a.m. and 7:00 p.m. Monday through Friday. Contractors are responsible for the completeness of the documents they receive.

Bids will be accepted at said address until 10:00 am on Tuesday, June 8, 2021 at which time they will be publicly opened and read. Bids received after that time will be rejected.

The Lisle Park District ("Owner" or "Park District") reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a bid and reject the remainder. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide resources to timely and properly complete the services, the financial capability of the Bidder, and the performance of the Bidder on other projects of similar size and scope.

The successful Bidder will be required to comply with all federal, state, and local laws, including but not limited to the Illinois Prevailing Wage Act and those pertaining to equal employment.



2. INSTRUCTIONS TO BIDDERS

A. Preparation and Submission of Bid Proposals

Each bid must be placed in an opaque-sealed envelope marked "Lisle Park District, *Rott Creek Bank Stabilization Project*, DO NOT OPEN", and addressed to the Lisle Park District, 1925 Ohio Street, Lisle, Illinois 60532. Attention: Aaron Cerutti. Bids will be opened at **10:00 am on Tuesday, June 8, 2021** at said address. Bids arriving after the specified time will be rejected and will be returned unopened, including mailed bids regardless of when post marked.

It is the sole responsibility of the Bidder to see that his/her bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive. Bidders' prices are to include the delivery of all materials; plant, equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

Should a Bidder find any discrepancies in or omission from, any of the Bid Documents, or be in doubt as to the meaning or require any clarification, he shall advise the Owner, who will issue necessary clarifications to all prospective Bidders by means of Addenda or revision to the Specifications, as may be appropriate. No request for clarification will be answered if received within five (5) days prior of the date on which the bids will be received.

Negligence on the part of the Bidder in preparing his bid confers no right to withdraw the bid after it has been opened.

The Contractor who is awarded the Contract will perform all Work in accordance with all Drawings and sections of the Specifications provided herein. When there is a discrepancy between the Drawings and Specifications and Work performed, the decision made by the Owner will be considered final.

Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

Bidders shall return all Bid Documents, including Drawings and Specifications with the bid, and **no sheets shall be detached from any part of the Bid Documents.**

Attached to the Contractor Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.

The Bidder shall submit its prices on the attached Contractor Bid Form. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Form



provided could result in rejection of the bid. Do not detach any portion of this document; invalidation of the bid could result.

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

B. Examination of Site, Drawings, Specifications

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself/herself with conditions, as they exist, and shall undertake such additional inquiry and investigation as he/she shall deem necessary so that he/she may fully understand the requirements, facilities, difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with the Drawings and the written Specifications. Any discrepancies found between or among the Drawings and written Specifications and site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information or to visit the site(s), and acquaint himself/herself with conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his/her bid. By submitting a bid, the Bidder agrees, represents and warrants that he/she has undertaken such investigation as he/she deemed necessary, has examined the site(s), Drawings and Specifications, has obtained all needed clarifications and where the Drawings or Specifications indicate in any part of the Work, that a given result be produced, that the Specifications and Drawings are adequate, and the required result can be produced as indicated in the Specifications and Drawing(s). Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

C. Requirement of Bidders

Work associated with this project involves the use of specialized equipment within a riverine system. The work at all levels of involvement is to be performed by qualified firms with individuals having the expertise necessary to perform the assigned tasks with the skill and precision appropriate to work in these varied environments.

Bidders must be able to demonstrate that they and any chosen subcontractor: (1) have experience in performing, have successfully performed and are still actively engaged in performing work similar in kind and scope to the Work of the Project; (2) are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred on determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

1. On a separate sheet, list all construction projects your organization has in progress, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, percent complete, and scheduled completion date.



2. On a separate sheet, list all construction projects your organization has completed in the past five (5) years, which are comparable in scope, giving the name of the project, name and type of business entity of your organization that completed the project if different from the name and current type of business entity of your organization, project description, project address, owner and telephone number, architect and telephone number.
3. On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action. If no such administrative proceedings or litigation have been filed by or against the Bidder, Bidder shall submit a written statement with his bid attesting to the same.
4. On a separate sheet, provide information with respect to all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection. In the event Bidder was not rejected on the basis of not being a responsible bidder, Bidder shall submit a written statement with his bid attesting to the same.
5. On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim. If a construction contract, also provide the name, address and telephone number of the architect and, if applicable also the construction manager or Owner's representative. In the event Bidder has not been declared to be in breach of one or more provisions of a contract to which it was a party, Bidder shall submit a written statement with his bid attesting to the same.

Other required submittals include: Bid proposal, Affidavit Regarding Business Status, Contractor's Compliance and Certifications Form, Substance Abuse Prevention Program Certification and References Form. **Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.**

D. Acceptance or Rejection of Bids

Bidder shall keep its bid open for at least one hundred and twenty (120) days after submission. The Park District shall, at its sole discretion, accept the bid of the lowest responsive and responsible Bidder on the basis of the bid that is in the best interest of the Park District to accept.

The Owner reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of all bids which are separately set forth on the Contractor Bid Form and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements.



No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Lisle Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions.

E. Surety

All bids must be accompanied by a bid bond or bank cashier's check payable to the Lisle Park District for ten percent (10 %) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders as determined by the Park District will be returned after the decision to accept or reject bids by the Lisle Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Materials/Payment Bond and a certificate of insurance naming the Lisle Park District as the certificate holder and as additional insured and the successful bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.

Prior to beginning Work, the successful Bidder shall furnish a Performance Bond, and Labor and Materials/Payment Bond in the amount of 110% of the Contract Sum, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "X" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work for a period of one (1) year after Final Completion. The cost of each bond shall be included in the Contract Sum. The Bidder and all Subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 et seq. and any further amendments thereto. Bidder shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee the faithful performance of the Prevailing Wage Act as required in these Bid Documents.

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 the Contract and supply the required bonds and evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of such default, the Owner need not return the defaulting Bidder's bid surety and may charge against and recover from the defaulting Bidder the full difference between the amount for the Contract awarded



to the defaulting Bidder and the amount for which a Contract for the Work is subsequently executed with another contractor, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

F. Withdrawal of Bid

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of one hundred twenty (120) calendar days.

G. Acceptance and Contract

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The Bidder to whom the project is awarded is required to enter into a contract with the Lisle Park District in the same form as the Sample Contract contained in these Bid Documents. The acceptance of a bid by the Park District shall bind the successful Bidder to execute the Contract and perform the Work. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. The rights and obligations of the parties provided for in the Contract shall become effective only with formal execution of the Contract by the Park District.

The Invitation to Bid, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, if any, Specifications, Contractor Bid Form, Addenda, if any, Affidavit Regarding Business Status, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification comprise the Bid Documents. The Bid Documents together with the Standard/Form of Agreement Between Owner and Contractor AIA Document A104-2017 for Project of Limited Scope, as modified by the Park District and included in these Bid Documents, and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

H. Interpretation of the Contract Documents

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve an equal to or superior to product or equipment required under the specifications, or to reject as not being equal to or superior to the product or equipment required under the Specifications. If the Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, he/she must submit a written request for interpretation thereof not later than five (5) days prior to opening of bids. Address all communications to the Park District. If an error or omission in the Bid Documents is discovered after the bid opening, the Park District reserves the right (i) to determine whether to require the submission of new bids or, (ii) if the error or omission is of such a nature that it



was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require the Contractor to perform the Work in accordance with an issued correction and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected by the Bidder after the bid opening.

I. Addenda

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by mail or fax to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he/she has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all sub-contractor and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

J. Substitutions During Bidding

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least five (5) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Bid Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted



selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

3. GENERAL CONDITIONS

The General Conditions are included in the Standard Form of Agreement Between Owner and Contractor AIA Document A104-2017, as modified by the Park District and included in these Bid Documents.

4. SUPPLEMENTARY CONDITIONS

The General Conditions included in the Standard Form of Agreement Between Owner and Contractor AIA Document A104-2017 for Project of Limited Scope, as modified by the Park District and included in these Bid Documents, are hereby amended to include the following:

A. Contractor Use of Premises

The Contractor shall limit his use of the premises to the Work indicated so as to allow for Owner occupancy and use by the public. Operations shall be confined at the site to the areas permitted. Portions of the site beyond which Work is indicated are not to be disturbed. Contractor is responsible to take necessary measures to protect the public and keep them from the Work and shall provide, at its own cost and expense, barricades, signage, and other equipment required in furtherance of the Contractor's obligations under this section. Contractor must take necessary measures to control dust and noise.

Existing driveways and entrances serving the premises must remain clear and available at all times and shall not be used for parking. One lane must be open to traffic at all times. All equipment placed on public streets must be marked by using warning cones or suitable warning devices at all times. All automotive type vehicles and other mechanized or motorized equipment must be locked when parked and/or unattended. When parked, vehicle engines are to be turned off and ignition key removed.

B. Project Scheduling and Contact Information

The Contractor shall supply the Superintendent of Parks & Facilities with a schedule of Work. The Superintendent of Parks & Facilities shall also be supplied with one or more emergency telephone numbers and names of persons to contact in the event of an emergency or non-performance. This information will be kept current; the Superintendent of Parks & Facilities will be contacted immediately with any changes.

C. Completion Date

Contractor shall complete the Work of this Project by October 31, 2021. Failure of the Contractor to complete this Project in accordance with the Specifications shall constitute a breach of the Contract.



D. Invoicing and Payment

Terms for payment are governed by the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*, and in accordance with the Contract Documents. Request for Payment should be made in accordance with the Contract Documents and should include the following information:

1. Name address and phone number of the Bidder
2. Invoice number
3. Itemized statement of services
4. Any payment discount terms offered
5. Complete W-9
6. Certified Payroll
7. Waivers
8. Any other documents as required by the Contract Documents.

E. Compliance with Applicable Laws

Contractor shall comply with all Federal, State, County, and local laws, rules, and regulations pertaining to the performance of the Work and the use of the site, including the Illinois Prevailing Wage Act and those pertaining to equal employment. Lack of knowledge on the part of the Contractor will in no way be cause for release of this obligation. The Contractor shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under the Contract. The Lisle Park District reserves the right to reject any bid, cancel any contract and pursue any other legal remedies deemed necessary if the Park District becomes aware of a violation of any laws on the part of the Contractor.

F. Warranty/Guarantee

The Contractor warrants to the Lisle Park District that the labor and materials furnished under the Contract will be of good quality and new unless otherwise required or permitted under the Specifications, that the work and materials will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the Specifications. Work and materials not conforming to the Specifications, including substitutions not properly approved and authorized, may be considered defective and will be rejected by the Lisle Park District. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

The Contractor must present the Lisle Park District with two (2) copies of any manufacturer's warranty or guarantee information. If needed, the Contractor agrees to assign any warranties and guarantees to the Lisle Park District. The Contractor guarantees against any faulty materials or workmanship for a period of one (1) year after final payment. Any such defects must be corrected, either through repair or replacement, at the Contractor's expense.

G. Insurance Requirements and Indemnification

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

1. Commercial General and Umbrella Liability Insurance



Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

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

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

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

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

2. Continuing Completed Operations Liability Insurance

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

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

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

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

3. Business Auto and Umbrella Liability Insurance

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

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



4. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident of \$1,000,000 each employee for bodily injury by disease.

5. General Insurance Provisions

a. Evidence of Insurance

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

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

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

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

Failure to maintain the required insurance may result in suspension of the Work or termination of the Contract at Owner's option and in such event Contractor shall be solely liable for all damages and costs resulting therefrom and shall not be entitled to any compensation from Owner associated therewith.

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

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

b. Acceptability of Insurers

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

c. Cross-Liability Coverage

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



d. Deductibles and Self-Insured Retentions

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

e. Subcontractors

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

6. Indemnification

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



5. PROJECT SPECIFICATIONS / DRAWINGS

A. Drawings

The drawings for this project have been prepared by CEMCON, Ltd. and are entitled *Final Improvement Plans for Rott Creek Bank Stabilization* dated May 12, 2021. Included in the drawings are Construction Specifications – General Notes; Stormwater Pollution Prevention Plan, Details, and Notes; Drainage and Grading Plan; and Construction Details.

Additionally, the Illinois Urban Manual Practice Standard for Floating Silt Curtain and ArmorFlex® Articulating Concrete Block System Specifications are included. The Contractor must provide construction drawings for the concrete block system for review by the Owner's Engineer to assure proper design and conformance with the plans and specifications.

By reference these drawings, standards, and specifications are part of this Bid Package and are provided in the Bid Package Link. Submission of a Bid implies that the Bidder is fully knowledgeable of all requirements of the project specifications and site conditions. No claim for additional compensation will be considered or paid because of the Contractor's negligence or failure to be so informed.

B. Construction Staking/Layout

Construction surveying will be provided by the Owner's representative CEMCON, Ltd. A minimum of two (2) weeks' notice is required.

C. Permits

All stormwater permits have been obtained by the owner. The Contractor will be responsible for the Village of Lisle Building Permit and any/all inspections.



6. CONTRACTOR BID FORM

TO: THE PRESIDENT AND BOARD OF PARK COMMISSIONERS OF THE LISLE PARK DISTRICT, LISLE, ILLINOIS.

Bid of: _____
Contractor

Address

City, State, Zip

THE UNDERSIGNED:

Acknowledges:

Receipt, thorough review and understanding of the Bid Documents and requirements thereof.
Receipt of Addendum

No: _____ Date: _____

No: _____ Date: _____

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

1. That it has visited and examined the site, and is fully familiar with and has satisfied itself as to the site and the local and other conditions under which the Work is to be performed, including without limitation, (i) surface conditions of the site and subsurface conditions readily observable or ascertainable upon the exercise of reasonable diligence and all structures and obstructions thereon and thereunder, both natural and manmade; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents; and has correlated the Bidder's personal observations with the requirements of and matters indicated in or by the proposed Contract Documents.
2. To hold the bid open for one hundred and twenty (120) days subsequent to the date of the bid opening.
3. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
 - (a) Furnish all bonds and insurance required by the Contract Documents;
 - (b) Accomplish the Work in accordance with the Contract Documents; and
 - (c) Complete the Work within the time requirements as set forth in the Contract Documents.



4. That the Bidder has carefully examined the Instructions to Bidders, the Drawings and Specifications, and the Project Manual in its entirety, in order to determine how these affect the bid proposal, the forms of the Contract, the required Contract bonds, and duration thereof, and that the Bidder has inspected in detail the site of the proposed Work, and been familiarized with all of the requirements of construction, and of the governing municipalities under whose jurisdiction the Project falls (its codes, ordinances and construction requirements therein), and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same.
5. That if this proposal is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Contract Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth.
6. To furnish a Bid Bond in accordance with the Instructions to Bidders.
7. To furnish a Performance/Labor and Material Payment Bond in accordance with the Instructions to Bidders.
8. To commence work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract.
9. To give the total base bid amount, the total add alternate and/or subtract alternate amounts (if requested) both in words and in figures. The total bid amount in each case shall be the sum of all of the total item amounts as applicable and as described above.

Agrees:

Bidder agrees to perform the Work in accordance with the Bid Documents and to the satisfaction of the Lisle Park District for the lump sum bid of:

\$_____ (dollars)

Authorized Officer:

Affiant's Signature

Type or print name and title

Subscribed and sworn to before me
This ____ day of _____, 2021.

Notary Public



7. AFFIDAVIT REGARDING BUSINESS STATUS

I, the undersigned, being duly sworn to state as follows:

_____ is a
Name of Bidder

- ____ Corporation
____ Partnership
____ Individual Proprietorship

The business address is: _____

Affiant's Signature

Type or print name and title

Subscribed and sworn to before me

this ____ day of _____, 2021.

Notary Public



8. CONTRACTOR COMPLIANCE AND CERTIFICATIONS

THE FOLLOWING ARE CONTRACTOR COMPLIANCE AND CERTIFICATION REQUIREMENTS WHICH MUST BE SIGNED AND SUBMITTED BY ALL PERSONS SUBMITTING A BID FOR THIS WORK. ANY BID SUBMITTED WITHOUT THIS ATTACHMENT PROPERLY SIGNED BY THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE. THE CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT OF THE SUCCESSFUL BIDDER SHALL BE DEEMED REMADE BY THE SUCCESSFUL BIDDER ON THE DATE OF THE CONTRACT AND SHALL BE INCORPORATED IN AND MADE PART OF THE CONTRACT.

THE UNDERSIGNED "CONTRACTOR" HEREBY CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

1. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The Certifications contained herein are true, complete and correct in all respects.
2. Contractor shall abide by and comply with all applicable Federal, State, County and local laws, rules and regulations including but not limited to those relating to: 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; and 3) worker and workplace safety. Contractor has not and shall not discriminate in the hiring, promotion or firing of employees on the basis of race, sex, religion, national origin or ancestry, citizenship status, age, mental or physical handicap or association with a person with a disability or unfavorable discharge from military service.
3. All contracts for this Project are subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the wage determination included with the Contract Documents and any subsequent determinations issued by the Illinois Department of Labor which shall supersede the determination included in the Contract Documents, all in accordance with applicable law. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. Contractor is not barred from entering into public contracts under Section 11a of the Illinois Prevailing Wage Act due to its having been found to have disregarded its obligations under the Act.
4. Contractor agrees that it shall not assign any staff, employee, agent, or subcontractor to this contract that has not been subject to: (1) a criminal background check; and (2) cross-reference with the state of Illinois State Police Sexual Offender Registry and the U.S. Department of Justice National Sex Offender Public database.
5. To the best of the Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.



6. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that the Contractor is not the successor company or a new company credited by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately, in writing, if it occurs during the bidding process or otherwise prior to entering into the Contract therewith.
7. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement of the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.
8. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
9. Contractor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.



10. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
11. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor, and, in addition, voids the Contract and allows the Owner, a unit of local government, to recover in a civil action all amounts paid to Contractor.
12. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
13. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 et. seq.) and, upon request of the Lisle Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

Contractor: _____

By: _____

Its: _____

STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that _____ appeared before me this day and, being duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed as the act and deed of the Contractor.



Subscribed and sworn to before me

this ____ day of _____, 2021.

Notary Public



9. SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., ("Act") prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Lisle Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]:**

- A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Dated:

- B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Dated:



10. REFERENCES

Organization	Work Performed	Contact Person	Phone #



11. PREVAILING WAGE ACT NOTICE CONTRACTOR/SUBCONTRACTOR REQUIREMENTS

Any public works project (including demolition projects) must adhere to all elements of the Prevailing Wage Act (820 ILCS 130/0.01 et seq.). Not less than the most recent prevailing wage rate (as determined by the Illinois Department of Labor, "IDOL") must be paid to all laborers, workers, and mechanics performing work on the project.

A. The most recent Prevailing Wage Rate Determination for the County in which the project is located may be accessed online at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. Contractors performing work on this project are responsible for determining the applicable prevailing wage rates at the time of the Contract as well as at all times during the performance of the Work. Failure of a bidder/contractor to make such determination shall not relieve it of its Contract obligations.

The Contractor acknowledges and agrees that the foregoing notice of periodic revisions to the prevailing wage rates satisfies any obligation of the Public Agency to notify the Contractor of any such revisions to the prevailing wage rates during the term of the Contract.

B. The Contractor must include the same prevailing wage requirements in its project specifications and contracts for any subcontractors, which, in turn, must write the same requirements into their project specifications and contracts for lower tiered subcontractors or suppliers.

C. The Contractor and each subcontractor must make and keep, for a period of not less than five years from the date of the last payment on a contract or subcontract for public works, records of all laborers, mechanics and other workers employed by them on the project. The records must include the worker's name, the worker's address, the worker's telephone number when available, the last four digits of the worker's social security number, the worker's gender, the worker's race, the worker's ethnicity, veteran status, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, the worker's starting and ending times of work each day, the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the records identified in 820 ILCS 130/5(b) to the Public Agency, and its officers and agents.

D. The Contractor and each subcontractor must, no later than the fifteenth day of each calendar month, file a certified payroll for the immediately preceding month with the Public Agency in charge of the project. A certified payroll must be filed for only those calendar months during which construction on a public works project has occurred. The certified payroll must consist of a complete copy of the records required by 820 ILCS 130/5(a)(1), except the starting and ending times of each workday. The certified payroll must also be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the Contractor or subcontractor representing that: (i) he or she has examined the certified payroll records required to be submitted by the Wage Act and 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 Wage Act; and (iii) the Contractor or the subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

E. The Contractor must also post, at a location on the project site of the public works that is easily accessible to the workers engaged on the project, the prevailing wage rates for each craft or type of



worker or mechanic needed to execute the Contract or project or work to be performed. In lieu of posting on the project site, a Contractor which has a business location where laborers, workers, and mechanics regularly visit may: (1) post in a conspicuous location at that business the current prevailing wage rates for each county in which the Contractor is performing work; or (2) provide such laborer, worker, or mechanic engaged on the public works project a written notice indicating the prevailing wage rates for the public works project. The failure to post or provide the requisite prevailing wage rate is a violation of the Wage Act.

F. In addition to the foregoing, the Contractor's adherence to all requirements of the State of Illinois is guaranteed by the Contractor, and Contractor affirms that it shall abide by same in order to perform this public works project.



12. AIA DOCUMENT A104-2017 – Included in Bid Package Link