

To: Daily Herald Legals
From: Robert B. Gold, Superintendent of Big Hollow School District
Date: June 18, 2020
Re: Parking Lot Sealcoating Bid

Notice is hereby given by the Board of Education of Big Hollow School District 38, Lake County, Illinois is seeking bids for parking lot sealcoating and restriping at 26051 West Nippersink Road.

Bid packets may be picked up at the district office at the address above. Interested parties can also call Melissa Morley at 847-740-1490 x5015 to request a bid packet to be mailed to you. Bid packets may be emailed to interested parties, but cannot be submitted to the District electronically.

Bids must be received in the district office no later than 10:00 a.m. on July 8, 2020 in a sealed envelope marked **Parking Lot Sealcoat Bid** and addressed to Mr. Robert Gold, Superintendent Big Hollow School District, 26051 West Nippersink Road, Ingleside, IL 60041

Thank you for your assistance in having this published one time only on June 22, 2020.



BIG HOLLOW SCHOOL DISTRICT

www.bighollow.us

Parking Lot Sealcoating and Pavement Striping

June 22, 2020

Requirements of Contract

1. Big Hollow District 38 is soliciting bids to sealcoat all asphalt parking lots and drives located on the campus which is bordered by Fish Lake Road, Ingleside Road, and Wilson Road. Pavement striping which matches current striping is also included in this project.

Preparation

- Crack-fill lots and drives prior to the start of this project. All bidders should bid for 10,000 linear feet of crack sealing.
- Power-edge all grass away from edges of asphalt
- Thoroughly clean all asphalt areas to be seal coated so they are free of all dirt and debris.
- Block off work areas while conducting work.

Seal Coating

- Apply commercial grade coal tar emulsion or equivalent which meets or exceeds all the requirements of Federal Government Specification RP-355E.
- The sealcoat should consist of two coats, with the first coat manually applied and the second coat sprayed.
- All seal coating must be performed when lots and drives are not in use.

Striping

- Restripe parking lots according to existing layout.
- Striping may be done when no activities are planned and lots are not in use.
- Consultation with the Big Hollow School District 38 Facilities Coordinator must be completed before striping begins.

This project will be scheduled for completing between July 20, 2020 and August 14, 2020.

2. INSURANCE:

Insurance shall be supplemented as follows: (An insurance certificate must be submitted before a contract will be awarded.)

1. Workman's Compensation: To comply with the Statute of the State of Illinois with a limit of at least \$500,000.00
2. Comprehensive General Liability and Property Damage in the amount of: Bodily Injury/Property Damage Occurrence - Minimum \$500,000.00 combined single limit, prefer \$1,000,000.00

Broad form as follows:

- a. premises and operations
 - b. Contractor's protective liability
 - c. producers liability, including completed operations coverage
 - d. contractual liability
3. Comprehensive Automobile Liability in amounts of minimum \$500,000.00 bodily, injury, and property damage and shall apply to all owned and hired motor vehicles, prefer \$1,000,000.00.

3. PROTECTION OF PERSONS AND PROPERTY:

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from change, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, Sub-Contractor or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

4. CONTRACTOR'S LIABILITY INSURANCE:

The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages to property which may include death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this contract, whether such operations be by himself or by any Sub-Contractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under special conditions.

The Contractor shall also purchase and maintain such insurance as will protect the Owner and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or death to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or part by any negligent act or omission of the Contractor, any Sub-Contractor, 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 to whom insurance is afforded pursuant to the Paragraph.

This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater. Certificates of such insurance shall be filled with the Owner before starting work.

5. LIABILITY:

The Contractor is responsible for the instruction, supervision, and implementation of all safety rules and regulations. The owner is not responsible for any injuries or loss of life, connected with this project.

6. LICENSES IN ILLINOIS:

The successful bidder shall be licensed to do business in the State of Illinois.

7. FAIR EMPLOYMENT PRACTICES:

All Contractors agree that, in accordance with an Act to prohibit discrimination and intimidation on account of race or color in employment under contracts for public buildings or public works, approved July 9, 1933, as amended, no person will be refused or denied employment in any capacity on the grounds of race or color, nor be discriminated against in any manner by reason thereof in connection with the performance of the work set forth in the attached drawings and specs; nor will any unfair

employment practice, as defined in the Fair Employment Practices Act, approved July 21, 1961, as amended, be committed by the said Contractors.

8. OCCUPATIONAL SAFETY AND HEALTH:

It shall be each Contractor's responsibility to comply with all local, state and federal laws and regulations governing job safety and health standards, and the requirements of the "Occupational Safety and Health Act of 1970" enacted by Congress and signed into law on December 29, 1980.

9. EQUIPMENT - TOOLS - APPARATUS:

All equipment, tools, ladders, and apparatus, etc., must be supplied by the Contractor. The owner will not supply any equipment to Contractor to complete work. The Contractor is responsible for the working condition and safety of all equipment, tools, ladders, trucks, plows, and apparatus, etc.

10. PREVAILING WAGE POLICY:

The Owner has, by resolution, established a general prevailing rate of hourly wage in said District.

All Contractors and Sub-Contractors shall comply with the following and any later amendments thereto:

"Illinois Statutes, as amended by Act approved August 8, 1961, (SB No. 250) (Rev. Stat. Chap. 48, Sec. 39S-1 et Seq.) declared to be the Policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workmen and mechanics employed by or on behalf of any and all public bodies engaged in public works, exclusive of maintenance work."

Pursuant to Public Act 86-799, the Wage Determination Act, the effective wages as determined by the Illinois Department of Labor as the prevailing wages for Lake County Effective 6-1-16 is available in the district office. Copies may be secured from the County Clerks. Current Copies of the Wage determination shall be secured monthly by the Contractor from the county clerk and posted in a conspicuous location at the job site by the Contractor. The wage determination is updated monthly by the State of Illinois Department of Labor. The wages paid by the Contractor shall not be lower than the amount posted in the current wage determination. If during the duration of the project

the minimum wage for a trade is increased, the Contractor shall pay this increased wage or wages with no increase in the contract amount or additional cost to the Owner.

Public Act 86-799 also requires, that in the case of any underpayment of the prevailing wage, a penalty of 20% of the underpayment shall be assessed against the Contractor or Sub-Contractor; and the 20% penalty shall be payable to the Illinois Department of Labor. Any underpayment that has not been repaid to a worker within thirty-days of violation is subject to an additional 2% of the underpayment as a punitive damage assessment. This is payable to the worker (Ch. 48, Par. 39s-11).

Public Act 86-799 now requires an automatic two (2) year debarment of any Contractor or Sub-Contractor found to have violated the Act on two (2) separate occasions. An affected Contractor or Sub-Contractor may request the Department to hold a hearing on the alleged violations with ten (10) days notification of the second violation (Ch. 48, Par. 39s-11a).

All Contractors and Sub-Contractors shall see that the above requirements are complied with throughout the duration of the work performed under this Contract.

22. Questions concerning the contract:

Robert B. Gold, Superintendent
Big Hollow School District #38
26051 W. Nippersink Rd.
Ingleside, Il. 60041
847-740-1490 x5402

bobgold@bighollow.us

- D. Notifying the contracting agency within 10 days after receiving notice under page (b) of paragraph 3 of subsection A from an employee or otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Section.

Failure to abide by this certification shall subject the Bidder to the penalties in 30 ILCS 580/6.

Bidder

ATTEST:

Dated



THIS FORM MUST BE READ AND SIGNED AND RETURNED WITH PROPOSALS/BIDS TO BE CONSIDERED.

AFFIDAVIT - P.A. 85-1295

ITEM NO. 1 The Contractor/Bidder shall include a signed copy of the enclosed affidavit that assures the Owner that the Contractor is not barred from bidding work as the result of being convicted of bid rigging or bid rotating as defined in Article 33E of the Criminal Code of 1961.

Bids submitted that do not include this signed affidavit will not be accepted.

This requirement is mandated by Public Act 85-1295 which became effective January 1, 1989.

HIGHLIGHTS OF PUBLIC ACT 85-1295

1. Not opening bids at time or place as specified is a class four felony.
2. Knowingly disclosing to any interested person any information related to terms of a sealed bid is a class three felony.
3. Any bidder or offerer who receives communications from the District which he reasonably believed was not covered in the bid and fails to inform either the Attorney General or States Attorney for the county in which the District is located, commits a class A misdemeanor.
4. Delaying a bid opening to accommodate a potential bidder is a felony.
5. Any public official who knowingly awards a contract based upon criteria not made public commits a class three felony.
6. Any public official who authorizes a change order of \$10,000.00 or more which was reasonably foreseeable commits a class four felony.
7. Tipping potential bidders on favored subcontractors or contract terms is a felony. A bidder who receives an illegal tip may be fined up to \$1,000 and imprisoned up to 364 days if he does not report the violation to the prosecutor.
8. Offers or kickbacks must be reported to the Attorney General or States Attorney or the involved employee commits a felony.

ITEM NO. 2 Change Orders shall be approved and authorized by the individuals listed on the enclosed form, and a signed copy of the change order form shall be placed in a permanent contract file maintained by Big Hollow School District #38.

The Contractor/Vendor shall include a signed copy of the affidavit included on this sheet with all bids submitted.

CONTRACT

Parking Lot Seal Coating Bid

OWNER

**Big Hollow School District 38
26051 W. Nippersink Rd.
Ingleside, Il. 60041**

VENDOR

ARCHITECT

Not Applicable

The following signature certifies that the contractor/vendor is not barred from bidding on the contract as a result of a conviction for either bid rigging or bid rotating under Article 33E of the Criminal Code of 1961 of the State of Illinois.

Vendor Signature

Dated



Parking Lot Seal Coating Bid Proposal

1. Firm Name: _____

Address: _____

Telephone: _____

Cell Phone: _____

Contact Person: _____

2. List References:

Name: _____

Address: _____

Phone: _____

Name: _____

Address: _____

Phone: _____

Name: _____

Address: _____

Phone: _____

3. Quotes:

Parking Lot Bid Proposal	
Total Cost for sealcoating.	\$
Total cost for restriping.	\$

NOTE: VENDORS NEED TO BID BOTH PROPOSALS

4. The affidavit - P.A. 85 - 1295 enclosed, must be completed and returned with all bids.
5. I hereby submit this bid to Big Hollow School District 38, and will hold this price for thirty days. I agree to all terms and conditions of this bid proposal.

Signature:

6. The school district reserves the right to reject any or all bids, waive or not waive any informality in the bids, and to accept any bid which the school district deems most favorable. The district has the option of **not** approving all work at a specific location.
7. Please return Bid in an envelope marked “**Parking Lot Seal Coating Bid**” by: **Wednesday, July 8, 2020 at 10:00 A.M.** to:

Robert B. Gold, Superintendent
Big Hollow School District 38
25051 W. Nippersink Road
Ingleside, Illinois 60041