

**Specification and General conditions  
Macomb CUSD #185 High School Football Field House Storage Addition  
Located at 235 W Grant, Macomb Illinois  
For  
Macomb CUSD #185  
323 W Washington Macomb, IL 61455  
PROPOSAL DUE 2:00 pm Thursday April 16, 2020**

**Pre bid meeting None Scheduled**

Proposals will be publicly opened and read at that time and location noted above.

Bid Documents are adequate for permitting. The drawings establish basic requirements but the intent is a modified Design Build proposal where all labor and materials need to properly finish the project are included.

Contractor is in charge of directing the work, safety, barricades and all aspects of the means and methods of construction.

Contractor shall cooperate and coordinate with the Owners operations which will remain in service, schedule work along one side at a time so access is not blocked.

**BID SECURITY** – 5% as Bid Bond or certified or non-cancelable bank check payable to the owner, Macomb CUSD #185. All bid security checks will be returned after successful award and contract is signed.

**OWNER'S PROTECTIVE BONDS** – Provide Labor and Materials and Performance bond, or for bids under \$100,000 a letter of credit from the Contractors Bank to guarantee funds will be available to the contractor to complete the contract is acceptable, see also PROGRESS PAYMENTS section below.

**INSURANCE** – Upon award, Contractor shall provide insurance listing the Owner, Macomb CUSD #185 and the A/E, Middleton Associates as named insureds or additional insureds.

- A. Workman's Comp, statutory
- B. General Liability, personal injury not less than \$1,000,000/occurrence \$2,000,000 aggregate.
- C. Property damage, Broad Form \$1,000,000 occurrence/ \$2,000,000 aggregate.
- D. Business and completed operations one year and \$1,000,000
- E. Auto rented and owned, \$1,000,000 occurrence / \$1,000,000 per person bodily injury.
- F. Limits can be met with umbrella coverage.

## PROPOSALS

- A. **Proposal shall include an allowance for all work to complete the project by Mid July 2020.**
- B. Information provided establishes the intent of the project, some specific requirements but all work need to completely finish the work shall be included.
- C. All proposals shall be signed (live signatures, no copies of signatures) by persons fully and duly authorized to sign same. See Bid Form. See specifications below for submitting bids electronically as allowed under Executive Order 13 Section 9 due to Covid 19 concerns.
- D. Any bid signed by a person other than set forth above shall enclose with his bid proposal evidence of Power of Attorney.
- E. Bids may be delivered to the Macomb CUSD #185 office prior to the due time or electronically as established under Covid 19 related, Executive order 13, section 9.
  - a. **Electronic proposals to be delivered as follows:**
  - b. Send by email subject line Field House Bid (or some obvious description so it is not opened before the stated time):
    - i. scan and attach the filled in and signed bid form,
    - ii. also: attach the cover page and signature page of the bid bond.  
*(If bid security is in the form of a bank check it will need to be delivered to the district some time prior to the bid opening)*
  - c. **Bids to be emailed to:** [mooneyl@MCUSD185.ORG](mailto:mooneyl@MCUSD185.ORG)  
with copy to [russ@middletonassociates.net](mailto:russ@middletonassociates.net)  
*(This copy is to expedite the bid recording process and is not technically required for a valid bid)*
  - d. Prior to bid due day **please send a test email** to the above email address and in your email options request a delivery receipt and a received receipt. The school district cannot take responsibility for misdirected emails or emails that are inadvertently directed to junk mail or quarantined in the server. Please check ahead of time that everything is set to work.
  - e. Prior to 2:00 PM on bid due date, please submit your bid on the bid form provided, scanned and attached to your email. Please request a delivery and received receipt to assure it has been delivered in a timely manner.
  - f. Results will be posted at [www.Middletonassociates.net](http://www.Middletonassociates.net)
  - g. Proposals not timely emailed and received cannot be considered at a later time.
- F. By submitting a proposal the contractor recognizes that each proposal will be considered on the merits of its content as well as cost. The Owner will award to the lowest responsible bidder. Alternates and voluntary alternates may be considered in making the award.

## AWARD OR REJECTION

- A. Although it is the intention of the Owner to accept the lowest qualified bid the Owner specifically reserves the right to waive all formalities and/or informalities, to reject any and all bids and/or accept the proposal that, is determined to be the lowest responsible bid.

## COMMENCEMENT AND COMPLETION OF CONSTRUCTION

- A. Contractor shall not commence work until the agreement has been executed by both the Owner and Contractor and Insurance Certificate and Owner's Protective Bonds have been issued and accepted by the Owner and Architect.
  - 1. On site work may commence as soon as insurance is in place and operations have been coordinated scheduled with the owner
  - 2. Schedule all work for completion per quote on bid form
  - 3. Once started, work continuously through construction. .

## EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- A. Bidder shall carefully examine bidding documents and inspect on site to obtain first-hand knowledge of existing conditions.
- B. Each Bidder, by submitting his bid, represents over his or her signature, that he has so examined the bidding documents and inspected the site premises, that he understands the provisions of the bidding documents, and that he has familiarized himself with the local conditions under which the work is to be performed. Bidders will not be given extra payment or contract time for conditions, which could have been determined by such examination.

## BIDDER QUALIFICATIONS

- A. Competency and responsibility of the Bidder, and of their proposed subcontractors, will be considered in making awards. Owner may require of the Bidder, prior to awarding the Contract, a detailed statement regarding the business, technical organization and plant facilities for the work that is contemplated. Information pertaining to the financial resources, experience of personnel and previously completed construction projects may also be required. The Owner may use this information in considering proposal.
- B. The Owner may reject a Bidder, if an updated financial statement prepared by a CPA not on the Contractor's payroll (bearing the CPA's live signature) shows the net worth of a Contractor to be less than 30% of the Contractor's bid including elected alternates for

this work. Said statement, if required by the Owner, shall be furnished and paid for by the Bidder.

- C. The Owner reserves the right to reject any subcontractor to a prime contractor that cannot produce a favorable recommendation from a minimum of three (3) school districts or commercial owners involving a like size project or from said school district's Architect of record.

### PROGRESS PAYMENTS

- A. Payment will be made for satisfactorily in place labor and materials, no payment for stored materials.
- B. Progress payments can be made not more than once a month for in place work, if pay application is submitted in timely manner to make the approval process of the District. This retainage will be paid when the project is completed and the Contractor provides subcontractor supplier waivers and affidavit showing all material suppliers, subcontractors and labor as paid.
  - a. 10% withheld for contracts with Labor and materials and performance Bond in place
  - b. 15% for contracts using bank letter of credit

EQUAL OPPORTUNITY EMPLOYMENT: The following clause is applicable unless this Contract is exempt under the rules and regulations of the Secretary of Labor of the State of Illinois.

“During the Performance of the Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are considered and that employees are treated, during employment, without regard to their race, color, religion, sex, age or national origin.”

### PREVAILING WAGE

- A. The Contractor shall pay and shall require his subcontractors to pay the prevailing hourly wages for the type of work performed in the job locality as is determined by the Illinois Department of Labor pursuant to the Illinois Prevailing Wage (280 ILCS 130/.01 et. seq.), see IDLR website for rates..
- B. Comply with HB188; submit payroll records with invoices or end of month.

### SALES TAX

- A. Materials supplied to a public school district are exempt from state sales taxes.

#### PROHIBITED ON SITE

- A. Smoking, chewing, vaping, etc. shall not be permitted anywhere on school property by State Statute.
- B. Alcohol for consumption
- C. Drugs other than prescribed or over the counter
- D. Prescribed narcotic or hallucinatory drugs such as Opioids or Marijuana in any form.

#### SEXUAL HARASSMENT POLICY

- A. The Owner will not tolerate sexual harassment in any form. Sexual harassment is defined, for the purpose of the policy, as “unsolicited, deliberate or repeated sexually derogatory statements, gestures or physical contact which cause discomfort or humiliation. Sexual harassment may involve pressure from a person of either sex against a person of the opposite sex or same sex...”

Should evidence be discovered that a Contractor, or a Contractor's employee, has harassed a student or other individuals, the harasser shall be removed from the job site pending resolution of the claim.

#### PARKING

Parking for employees shall be off site, or as allowed in conference with the Owner on site the Owner needs all on site spaces and spaces in front along Center street for bus drivers.

#### EMPLOYEE-STAFF/STUDENT RELATIONSHIPS

- A. Except in an emergency situation involving safety, intermingling of the Contractor's employees and the school facility, staff and students is to be avoided. Contractor or Subcontractor personnel violating this requirement shall be removed from employment at this site. The Contractor Superintendent shall monitor this to the best of his ability. Contractor employees experiencing problems with students or faculty shall report same to their Project Superintendent, who shall promptly report the problem to an authorized representative of the Owner.

Avoid profanity and inappropriate subject matter in conversation as students and staff may be within audible range and walls or ceiling spaces may allow sound transmission.

Verbal or physical action interpreted as sexual in nature or as sexual harassment will be grounds for removal of the employee. Further legal action remains the option of the persons affected.

In all aspects of this provision the Contractor shall be dealt with by the school, the Contractor's employees as adults have the greater responsibility and should not respond to inappropriate student behavior.

- B. Employees working on site may be subject to background check per the Illinois School Code, and upon request of the Owner or the Regional Office of Education.

#### BUILDING PERMITS

- A. The building permit will be required by the Owner through the Regional Office of Education and comply with local regulations and requirements.
- B. Provide all necessary permit related information to local city authorities.

#### TERMINATION OF CONTRACT

Termination of the agreement can be instituted with seven (7) days notice by the Owner for failure to perform in accordance with the agreement, schedules, non-payment of goods or services or other evidence of failure to perform to the intent of the agreement. Cost of said termination will be subject to the project completion by the Owner with the Contractor paying any shortfall in cost to complete. If the project is completed for less than the outstanding contract balance, then the Contractor will receive the remainder after all claims are satisfied.

#### BACKGROUND INVESTIGATION AND SEX OFFENDERS ON SCHOOL GROUNDS

- A. Illinois Criminal Background checks may be applicable to this Contract. per 105 ILCS 5/10-21.9 and 105 ILCS 5/14-7.02.
  - 1. According to current interpretation a background check is only required of persons working in direct contact with students.
  - 2. This standard in no way reduces or eliminates restriction in the law for certain convictions and proximity to school grounds.
- B. The Contractor shall:
  - 1. Maintain a list available to the Owner of all the employees who will be or are anticipated will be employed on site. This list shall be updated when new persons not originally listed will be working on site. This list shall also include names of personnel employed by subcontractors.
  - 2. Persons temporarily on site such as truck drivers or employees making deliveries do not need to be listed, but the Owner reserves the right to request a background check if deemed in their interest.
  - 3. Copies of employee lists shall be promptly provided to the Owner upon request and employees on site shall agree to submit to a background check if requested..
  - 4. Persons failing such check or refusing shall be removed from working on this site.
- C. The Contractor shall not knowingly employ on school grounds any person who has not signed or will not sign an authorization for a fingerprint criminal background check.

- D. The Owner reserves the right to run fingerprint background checks on any or all employees on site, randomly or specifically, and the cost of this check will be borne by the Owner. Upon request, provide information, which will not be shared, as needed to complete checks. This may include SSN, home addresses, fingerprint, address, etc. and any alias or former names used.
- E. The Contractor shall assume the responsibility to notify all on site employees or potential employees of this provision, and of the consequences of this provision.

EXPIRATION OF PROPOSAL – I/We agree that this proposal shall be binding for a period of not less than twenty (20) days following the bid due date set forth in the advertisement for bids.

**WORK INCLUDED**

Work includes but is not limited to:

1. Site preparation
2. Construct storage room addition, as noted on drawing
3. Site repair and seeding
4. Everything needed to complete the work to first quality installation for long term service.

**VOLUNTARY ALTERNATES, OPTIONS OR SUBSTITUTIONS**

- A. The Contractor may offer options which they believe will improve the result, be more serviceable, offer lower initial cost, lower operating costs, time factors for lowest down time and maintenance.

PROJECT TITLE: **Macomb CUSD #185 High School Football Field House Storage Room Addition**  
**235 W Grant Street, Macomb Illinois**  
**High School is at 1525 S Johnson Street Macomb, Illinois**

DATE OF PROPOSAL Thursday April 16th, 2020 TIME: 2:00 p.m. prevailing time

LOCATION OF BID: SUPERINTENDENT'S OFFICE  
Macomb CUSD No. 185  
323 W. Washington St.  
Macomb, IL 61455

NAME OF FIRM \_\_\_\_\_

PROPOSAL FOR: All work single contract

A/E PROJECT NO. 2478 0219 and the specifications, drawings and addenda applicable.

**THE BID ACKNOWLEDGES THE FOLLOWING ADDENDA:**

*Failure to acknowledge may cause bid rejection*

NO. 1 \_\_\_\_\_, NO. 2 \_\_\_\_\_, NO. 3 \_\_\_\_\_, NO. 4 \_\_\_\_\_ NO. 5 \_\_\_\_\_

**EACH BID SHALL INCLUDE:**

- A. The bid forms and certifications completed and signed, (*this form may be copied.*)
- B. Bid security (*standard industry forms may be employed*)
- C. All work to finish the project ready for occupancy

**BASE BID:** Macomb High School Football Field House Storage Room Addition: The bidder agrees to perform all base bid work, single general contract, inclusive of all trades for the sum of:

\_\_\_\_\_ **Dollars**  
WRITTEN AMOUNT

\$ \_\_\_\_\_

**ALTERNATE NO. 1: Add 5' to east end**

\_\_\_\_\_ **ADD/Deduct\$** \_\_\_\_\_  
WRITTEN AMOUNT

**ALTERNATE NO. 2: Add additional 5' to Alternate #1 east end**

\_\_\_\_\_ **ADD/Deduct\$** \_\_\_\_\_  
WRITTEN AMOUNT

**ALTERNATE NO. 3: Line and insulate interior walls**

\_\_\_\_\_ **ADD/Deduct\$** \_\_\_\_\_  
WRITTEN AMOUNT



**VOLUNTARY ALTERNATES OR SUBSTITUTIONS**

Did you offer or include any voluntary alternates or product substitution on form provided.

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

SEE PRODUCT SUBSTITUTION OR VOLUNTARY ALTERNATES FORM, ATTACH IF ANY ARE OFFERED.  
Voluntary alternates or substitutions may or may not be considered in making the award and are not required.

**THE BIDDER AGREES TO:**

- 1. Hold this bid open for eighteen (30) calendar days after bid opening date.
- 2. Enter into and execute a contract with Macomb CUSD No. 185 if awarded this contract.
- 3. Comply with the contract and bidding documents with respect to bid security, all bonds, insurance, work requirements, schedule and allowance
- 4. Comply with the Contract Documents with respect to scheduling.
- 5. Follow the schedule proposed in Project Schedule specification 00 3000

**THE BIDDER MAKES THE FOLLOWING REPRESENTATIONS AND CERTIFICATIONS:**

- A. A surety company has agreed to issue payment and performance bonds to fulfill the contracting requirements.
- B. The Bidder is not barred from contracting with any unit of state or local government as a result of violating the bid rigging or bid rotating provisions contained in 720 ILCS 5/33E.
- C. The Bidder is not barred from contracting with the State of Illinois as a result of a bribery conviction per 30 ILCS 505/10.2.
- D. All on site labor and wage compensation provided by this contractor or his subcontractors will comply with the Illinois Prevailing Wage Act (820 ILCS 130E).
- E. This proposal is made without any connection with any person making another bid for the same contract, that the bid is in all respects fair and without collusion or fraud, that no member of the Macomb CUSD #185 School Board, other officer or any person in the employment of Macomb CUSD No. 185 is directly or indirectly interested in the bid or any portion of the profit there from, except as allowed by the Illinois Law or the Illinois School Code.
- F. I agree to provide a drug-free workplace as required by the Illinois Drug-free Workplace Act.
- H. I do hereby certify that I am either the bidder or duly authorized agent of the referenced bidder, and I am authorized to execute the certifications hereon.
- G. I certify that by submission of this proposal the bidder confirms that he is familiar with the site, existing conditions, the Bid Documents, requirements and the project schedule.

If awarded the contract we anticipate work to begin immediately and be substantially completed within 90 days. Requested goal is to work continuously after the work commences and to be completed in 30 days.

Firm Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Firm Address \_\_\_\_\_  
\_\_\_\_\_

Title \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

00 4000 PROCUREMENT FORMS  
Section 00 4010 - Voluntary Alternate and Substitution Form

The Bidder should include this form with the Bid Forms if a material substitution is offered at that time.

The Base Bid and Alternate Bids include only those products specified in the bidding documents. Following is a list of substitute products which bidder proposes to furnish on this project, with the difference in price being added to or deducted from the Base Bid or Alternate Bids.

Bidder understands that acceptance of any proposed substitution is at Owner's option. Approval or rejection of any substitutions listed below will be subject to review after Contract award. Hold open for thirty-five (35) days from Bid Date.

**SUBSTITUTIONS**

MANUFACTURER'S NAME AND PRODUCT	ADD OR (DEDUCT)
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**VOLUNTARY ALTERNATE  
DESCRIPTION**

ADD OR (DEDUCT)


EVALUATION. Contract award will be made in accord with Instructions To Bidders. Only the lowest responsible bidder's Proposed Product Substitution Voluntary Alternates Form will be evaluated.

Attach with herewith or submit on day of bid a general description of the proposed option being offered, or describe below:

Provide additional detailed information promptly upon request.

END 00 4010