

**Macomb High School  
East parking lot reconstruction  
1525 S Johnson Street, Macomb IL  
For Macomb CUSD #185**

**PROPOSAL DUE 10 AM – Thursday June 12, 2025**

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

Contractor shall submit with proposal basic descriptive information on included work and excluded work attached to his proposal to describe the design build proposal offered.

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

**BID SECURITY** – 5% as Bid Bond or certified or non-cancelable bank check payable to Lincoln ESD #27.

**OWNER'S PROTECTIVE BONDS** – Labor and Materials and Performance - Not required if proposal is less than \$100,000; required if proposal is over \$100,000.

**INSURANCE** –Upon award, Contractor shall provide insurance listing the Owner, Macomb CUSD #185 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. All proposals shall be signed (live signatures, no copies of signatures accepted) by persons fully and duly authorized to sign same. Proposal may be on the **Contractors standard form or letter**
  - a. List Base Bid
  - b. Alternate #1 for polymer modified asphalt in the HMA mix.
  - c. Alternate 2 two inch (2") HMA

- B. Any bid signed by a person other than set forth above shall enclose with his bid proposal evidence of Power of Attorney.
- C. No faxed proposals or modifications.
- D. By submitting a proposal as design build the contractor recognizes that each proposal will be considered on the merits of its schedule, content as well as cost. While the intent is to accept the lowest bid meeting the criteria, voluntary alternates may be considered or award if found to be advantageous and in the best interest to the District. Time to deliver the project may govern the award as the surface replacement is necessary to keep facility functional by Mid August 2025.

#### 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 bid that, is determined to be in the best interest of Macomb CUSD #185
  - 1. Best interest will be determined by the content of the proposal to the Owner in the event of an award, after reviewing schedule to complete, included and excluded work.

#### 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 work upon award and proof of insurance is provided.
  - 2. It is desired that all work for completion prior to August 10, 2025.
  - 3. Once started, work continuously through construction.
  - 4. Work not completed prior to start of school shall be completed after hours or weekends or as coordinated with the Owner.
    - a. The Owner will be flexible to accommodate regular work hours for work not occurring in student occupied areas of the facility.

#### 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 on site materials
  - a. Prepare a CSV for prior approval, and billings shall be made according to progress values listed.
  - b. No payment for offsite stored materials.
  - c. No payment for any portion of the parking lot not repaved.
- B. Ten percent (10%) withholding through project completion, if Performance and Payment Bonds are in place, of each pay request may be withheld pending final inspection. This retainage will be paid when the project is completed and the Contractor provides lien waivers and affidavit showing all material suppliers, subcontractors and labor as paid.

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; enter payroll records on the state of Illinois IDLR wage portal..

## SALES TAX

- A. Materials supplied to a public school district are exempt from state sales taxes.
- B. The Contractor shall determine the extent of exemption and shall comply with the regulations established by the Illinois Department of Revenue and allow for this in his proposal.

## TOBACCO ALCOHOL AND DRUG PRODUCTS

- A. Smoking, chewing, etc. shall not be permitted anywhere on school property by State Statute.
- B. No Alcohol on school grounds
- C. No illegal drugs or drugs prohibited in the Illinois School Code are permitted on school grounds.

## 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.

## 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, such background check may be run by the Regional Office of Education 26

### 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.
  - a. No permit fees will be required.
- 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.
  - 3. At any time, unannounced, the Owner or the Regional Office of Education may request fingerprint background check of any or all employees.
  - 4. Be aware of this stipulation and make sure your onsite employees will pass such a background review.

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, or the ROE upon request and employees on site shall agree to submit to a background check if requested.
4. Persons failing or refusing such check 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 – DESIGN BUILD PROPOSAL**

A. Nominal description of the intended work is:

- a. Nominal 9500 square yards, **contractor is responsible to confirm areas and quantities on site**
- b. Mill the existing surface
- c. Regrade existing base slightly west edge sidewalk and south edge drive end and the turn around at the auditorium as necessary to meet existing concrete grades.
- d. Roll the excess millings to west as necessary to create maintain 1% preferred, but a minimum of ½% grade sheet drainage to the west. The intent is to follow existing profile which (except where meeting grades) may be raised 2" rather than remove any excess materials, but blended in to the surface for smooth transition not causing in water flow issues.
- e. Once regraded and leveled, compact the base.
- f. Proof roll the base with owner present to determine if any areas of base are inadequate and need rebuilt or modified.
- g. Following approval of the base preparation, apply 1 ½" Bituminous hot mix asphalt.
- h. Stripe the new paving in same layout as existing.

B. Alternate 1 work: Polymer modified asphalt.

C. Alternate 2 work: Two inch (2") HMA surface. *If polymer option is desired, we will factor Alternate 1 by a factor of 1.33 and add it on..*

**Plan of the proposed Macomb High school East parking lot project – 2025, east of high school west of tennis courts**

