

Bid Form for:

CHANNNAHON PARK DISTRICT

Digital Marquee Centers at Heritage Bluffs Public Golf Club and Arrowhead Community Center

Bids due: 10 am on Monday, Nov. 19, 2018

BID FORM

FIRM: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

REPRESENTED BY: _____

E-MAIL ADDRESS _____

Signature: _____

TO: Channahon Park District
24856 West Eames Street
Channahon, Illinois 60410

FOR: Digital Marquee Message Signs at Heritage Bluffs Public Golf Club and Arrowhead Community Center

GENERAL

The undersigned, having carefully examined the Documents, all data made available and having become fully informed as to all existent conditions and limitations, hereby propose to perform everything required to be performed, and to provide the labor and materials as called for in conjunction with

Digital Marquee Signs for Heritage Bluffs Public Golf Club and Arrowhead Community Center

in accordance with the Bid Documents as prepared including Addenda Nos. _____,

Dated: _____

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BID SECURITY

Bid proposals must be accompanied by a Bid Security Bond from a bonding company with a minimum Best's rating of A VII, or a certified check or cashier's check payable to the Channahon Park District, in an amount equal to 5% of the bid. If a certified check or cashier's check accompanies the bid, checks will be returned to bidders within thirty (30) days after the bid opening.

PERFORMANCE/PAYMENT BOND

The undersigned bidder certifies that he is eligible for and agrees to provide Performance and Labor and Materials Payment Bonds executed in accordance with AIA Document A101 written with _____, In the amount of 100% of the Contract Sum (Base Bid and any accepted Alternate Bids) the cost of which is included in the bid. In lieu of furnishing the Performance and Labor and Materials Bonds, bidders may submit a non-diminishing irrevocable bank letter of credit.

ATTACHMENT

The undersigned acknowledges that he has read and understands the CERTIFICATION attached to this Form and signed and attested thereto. The undersigned further acknowledges that said Certification is a part of the Contract Documents and bid forms required and will be attached to the Agreement.

REJECTION AND WITHDRAWAL OF BID

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any informalities. It is agreed that this Bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

AGREEMENT

A contract agreement between the Owner and the successful Contractor will be utilized for this project.

TAXES

The Owner is exempt from sales taxes, and material purchased by contractor on behalf of C.P.D as also exempt.

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PAYMENT

Issue invoice for payment on a net 30 basis. Certified payroll must be submitted to the Park District prior to payment.

GOVERNING LAWS AND REGULATIONS

Among the laws with which Bidders must comply, Bidders must comply with the Prevailing Wage Act, 820 ILCS 130/0.01, to the extent said Act applies and pay prevailing wages as required therein. Bidders must also have all written programs and policies required by law, including and not limited to programs and policies for sexual harassment, substance abuse, job site safety and employment discrimination. The failure of the successful Bidder to supply copies of the required written programs and policies within ten (10) days after Notice of Award or within such extended period as the Owner may grant if the forms do not meet its approval shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids.

PREVAILING WAGE

The Prevailing Wage Act (820 ILCS 130/01 et seq.), where it applies, requires that laborers, workers, and mechanics employed on behalf of public bodies in Illinois must be paid not less than the general prevailing rate of wages for work of a similar character on public works in the locality in which the work is performed. Prevailing wages for Will and Grundy Counties are ascertained annually as of the month of June by the Channahon Park District. Copies of this determination are available from the offices of the Channahon Park District. Where the act applies, the contractor and each subcontractor shall:

(1) make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the actual hourly wages paid in each pay period and the number of hours worked each day, and the starting and ending times of work each day; and

(2) submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records identified in paragraph (1). The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers

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that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor is not prohibited from relying on the certification of a lower tier subcontractor, provided the general contractor does not knowingly rely upon a subcontractor's false certification.

The public body shall accept any reasonable submissions by the contractor that meet the requirements of this Section. If you do not believe that the act applies to your work, please provide an opinion letter from your attorney to that effect. Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records identified in paragraph (1) to the public body in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents. Upon 2 business days' notice, the contractor and each subcontractor shall make such records available at all reasonable hours at a location within this State.

PREVAILING WAGE SUPPLEMENTAL CONDITIONS

Contractor and each of its Subcontractors shall pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/0.01 et seq., where the Prevailing Wage Act applies. The Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during terms of any contract shall be the expense of the Contractor and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate payroll and other records as required by the Prevailing Wage Act and to file same with Owner as required by the Act. Contractor shall be solely liable for paying difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work. Contractor shall also be solely responsible for complying with the Substance Abuse Prevention on Public Works Act as it amends the Prevailing Wage Act and, prior to commencing work, shall file a copy of the required written Substance Abuse Prevention Program with the Owner.

FREEDOM OF INFORMATION ACT

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

INSURANCE

Contractor shall obtain insurance of the types and in the amounts within the sample contract agreement. Refer to this attached document for contract requirements.

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B. 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 \$5,000,000 each occurrence for at least three years following substantial completion of the work.

If Owner has not been included as insured under the CGL using the ISO additionally insured endorsement CG 20 10 under the Commercial General and umbrella Liability Insurance required in this contract, the Manager 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.

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E. General Insurance Provisions
1. 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.

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

2. Acceptability of Insurers

For insurance companies which 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.

3. Cross-Liability Coverage

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

4. 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.

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BASE BID

To provide all labor and necessary supplies, tools, and equipment to complete the **Digital Marquee Signs at Heritage Bluffs Public Golf Club and Arrowhead Community Center**, as specified, the lump sum price is:

_____ dollars.

(\$ _____)

BIDDER'S SIGNATURE SHEET

Vendor: _____

Date: _____

Phone: _____

Official Address:

By: _____

Where a Corporation, Add:

Attest: _____
Secretary

(Seal)

2018 Digital Marquee Sign References

Agency: _____

Contact: _____

Phone No.: _____

Project Location: _____

Agency: _____

Contact: _____

Phone No.: _____

Project Location: _____

Agency: _____

Contact: _____

Phone No.: _____

Project Location: _____

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CERTIFICATION

The Bidder/Contractor certifies that the Contractor 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.

The Bidder/Contractor acknowledges that this certification is a part of the Contract Documents and will be attached to the Owner/Contractor Agreement.

Date: _____

Vendor _____

Official Address:

By: _____

Position: _____

Where a Corporation, add:

Attest:

Secretary Seal

Subscribed and Sworn to Before Me this _____ day of _____, 20_____.

Notary Public

My Commission Expires:

_____, 20_____
Address