

# **INVITATION TO BID**

## **SPECIFICATIONS & INSTRUCTIONS FOR:**

**HOMEWOOD-FLOSSMOOR PARK DISTRICT  
IRWIN PARK SOUTH SIDEWALK REMOVAL and REPLACEMENT  
18120 SOUTH HIGHLAND AVE  
HOMEWOOD, IL 60430**

**BID OPENING ON: Thursday, June 7, 2018**

**TIME: 10:00 a.m.**

### **LOCATION OF BID OPENING:**

**HOMEWOOD-FLOSSMOOR PARK DISTRICT  
GOLDBERG ADMINISTRATION CENTER  
3301 FLOSSMOOR RD.  
FLOSSMOOR, IL 60422**

**BID BOND REQUIRED**

**Any questions please call:**

**Doug Boehm  
Superintendent of Parks & Planning  
708/957-0280**

**INVITATION TO BID  
Irwin Park South Sidewalk Removal and Replacement**

**Homewood-Flossmoor Park District  
3301 Flossmoor Rd  
Flossmoor, IL 60422**

**Re:** Irwin Park South Sidewalk Removal and Replacement

**Project Location: Irwin Park  
18120 South Highland Avenue  
Homewood, IL 60430**

**Date:** May 18, 2018

**INSTRUCTIONS TO BIDDERS:**

**1. DEFINITIONS**

The Homewood-Flossmoor Park District and Owners are one and the same. The Owner's representative, Doug Boehm, can be contacted at the Homewood-Flossmoor Park District by phone or email: (708) 957-0280, [dboehm@hfparks.com](mailto:dboehm@hfparks.com).

The word "contractor" or "general contractor" shall mean the party entering the contract for the performance of the work.

**2. EXAMINATION OF DOCUMENTS AND SITE**

Each Bidder shall visit the site of the proposed work and fully acquaint himself/herself with conditions as they exist so that he/she may fully understand the facilities, difficulties and restrictions attending the execution under the contract. **A walk-through will be held at Irwin Park at 10:00 a.m. on Friday, June 1, 2018.** Bidder shall thoroughly examine and be familiar with the written specifications. The failure or omission of any Bidder to receive or examine any form, instrument, or to visit the site, and acquaint himself/herself with conditions there existing shall in no way relieve any Bidder from any obligations with respect to his/her bid. By submitting a bid, the bidder agrees and warrants that he/she has examined the site and written specification, and where the specifications require in any part of the work that a given result be produced, that the specifications are adequate and the required result can be produced under the specifications.

**3. INTERPRETATIONS**

**All questions about the bid documents need to be submitted in writing to the Homewood-Flossmoor Park District and shall be received on or before 3:00 p.m. on Monday, June 4, 2018.** Submit questions via e-mail to Doug Boehm, [dboehm@hfparks.com](mailto:dboehm@hfparks.com), fax (708) 647-0425, or via mail at 3301 Flossmoor Rd., Flossmoor, IL 60422.

Changes arising out of questions regarding interpretations, clarifications, or correction to the bid documents will be made by addendum. Bidders should not rely on any oral interpretation, clarification or correction made by the Owner, or authorized representative.

**4. SUBSTITUTIONS OF MATERIALS**

All requests for substitutions of materials must be made in writing and received by the Owners at least 10 working days prior to receipt of bids. Each request shall include the name of the material or equipment for which a substitution is requested as well as a complete description including drawings, cuts, performance and test data and any other information necessary for evaluation. The bidder should also include a statement describing any other material, equipment or construction changes that will come about due to the substitution of material. The Owner's decision of approval or disapproval shall be final and the burden of proof of the merit of the proposed substitution is upon the Bidder. If the Owner approves any such substitutions, such approval will be set forth by an addendum, and should not be accepted by the bidder in any other way.

**5. SUBMISSION OF BIDS** Bidder shall use the proposal form provided, which shall be filled out completely in ink, and in duplicate, and returned in a sealed envelope marked "SEALED BID: HOMEWOOD-

FLOSSMOOR PARK DISTRICT Irwin Park South Sidewalk Removal and Replacement”, the name of the bidder, date and time of opening, and address it to the Homewood-Flossmoor Park District, 3301 Flossmoor Road, Flossmoor, Illinois, 60422, Attention: Doug Boehm. **Bids shall be received on or before 10:00 a.m. on Thursday, June 7, 2018** at which time the bids will be opened and publicly read out loud.

#### 6. MODIFICATION OR WITHDRAWAL OF BIDS

No bid may be modified, withdrawn, or cancelled by the bidder during the stipulated time period following the time and date for the receipt of bids, and the bidder so agrees to this by submitting a bid. Prior to the date designated for the receipt of bids, bids submitted early may be modified or withdrawn only by the notice of the Owner and must be done at the place designated for the receipt of bids, and must be completed by the time designated for the receipt of bids. Bid security shall be in an amount to reflect the amount of the modified bid.

#### 7. SUBMISSION OF POST BID INFORMATION

Upon the request of the Owner, the selected bidder shall submit within seven days thereafter any of the following:

1. Statement of cost for each major item of work included in the bid.
2. Designation of the work to be performed by the bidder with his own forces.
3. A list of names of subcontractors, suppliers, organizations, etc. that will be providing services, materials or equipment for the project. The bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of and such persons or organizations. The Owner has the right to not accept any of the persons or organizations based on reasonable and substantial objection. In this case at the option of the bidder they may withdraw their bid without forfeiture of their bid security. If the bidder submits an acceptable substitute at an increase in their bid, due to the price difference to cover the substitution, it is at the discretion of the Owner to accept the increased bid price or they may disqualify the bidder. Subcontractors or other persons or organizations proposed by the bidder and accepted by the Owner shall not be changed except with written approval from the Owner and Architect.

#### 8. QUALIFICATION OF BIDDERS

The Contractor bidding this project shall be actively engaged in work of the nature of the project described. He/she must be able to show that he/she has adequate laborers and materials to do the work outlined in these specifications, and to perform the work within the specified time limit. The following information must be attached to the proposal form. Failure to do so may result in disqualification of the bidder. **On a separate sheet, list all construction projects your organization has in progress, giving the name of the project, project address, owner and telephone number and schedule completion date, along with previously completed projects (within the past 5 years) similar in scope.**

#### 9. AWARD OF CONTRACT

The Commissioners of the Homewood-Flossmoor Park District will accept or reject bids thirty (30) days after bid opening, and reserves the right to accept or reject any or all bids, or to combine or separate any section of work if it be in the best public interest. The Board of Park Commissioners reserves the right to waive any technicalities and irregularities in the bids. Bids may not be withdrawn during this period.

The contract to be used is the current version of AIA contract A-107, or its replacement contract, either of which will be modified by the Owner.

#### 10. SURETY

An amount equal to 10% of the bid price in the form of bid bond, certified check, or cashier's check made payable to the Homewood-Flossmoor Park District, shall accompany each bid as a proposal guarantee. Rejected bidder's surety will be returned after decision to accept or reject bids by the Board of Commissioners. The accepted bidder's surety shall be returned upon receipt of an acceptable Performance Bond, Labor and Materials/Payment Bond (if the amount of the bid is \$50,000.00 or more), Warranty or Maintenance Bond and a certificate of insurance all in favor of and naming the Homewood-Flossmoor Park District as additional insured. The accepted bidder shall furnish prior to beginning work a Performance Bond, and Labor and Materials/Payment Bond in the amount of 110% of the contract, using a form similar to the AIA-A311 form, or one acceptable to owner, co-signed by a surety company with at least an "A" rating and a financial rating of at least "X" in the latest edition of the Best Insurance Guide. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract, and must provide coverage which includes all statutory requirements regarding labor and wages, including payment of Prevailing Wages. The failure of the successful bidder to enter into Contract and Supply the required Bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Homewood-Flossmoor Park District may grant, shall constitute default, and the Homewood-Flossmoor Park District may

either award the contract to the next responsible bidder, or re-advertise for bids. A charge against the defaulting bidder may be made for the difference between the amount of the bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

## **GENERAL REQUIREMENTS**

### **1. LAYOUT OF WORK**

Together with the contractor, the owner shall mark the limits of the construction site. It shall be the responsibility of the contractor to verify all existing conditions and dimensions. Cooperate with the owner in keeping the facility in operation. Repair any damage to the facility, turf or landscaping resulting from the performance of work under contract.

### **2. QUALITY OF MATERIALS**

All materials specified are to be new, clean, and free from defects. Where the product and material of a particular manufacturer is specified, it is intended that the proposal be submitted by the Contractor include that particular product or material.

### **3. ELECTRICAL POWER AND STORAGE**

Owner shall furnish electrical power and water if required. Owner will allow for reasonable product and equipment storage if needed.

### **4. PROTECTION OF THE PUBLIC**

The Contractor shall erect barricades and warning lights to the extent required by the Owner for the protection of the public and environment. Irwin Park shall remain open to the public during its regular business hours.

### **5. PROTECTION OF THE WORK**

It is the responsibility of the Contractor to adequately protect his work from vandalism, weather and accidents or damage until the work is accepted by the owner.

### **6. PROTECTION OF PROPERTY AND CLEAN-UP**

All work, completed or otherwise, shall be properly protected at all times. Contractor shall follow all accepted methods of safety practice and provide all fences, barricades, etc. as may be needed to protect life and property and as may be required by authorities having jurisdiction over this work. He shall repair at his own cost any damages to the premises or adjacent work caused by his operation.

### **7. PERMITS & CODE REQUIREMENTS**

All work shall conform with the requirements of the Village of Homewood, Cook County, International Building Code 2003, local zoning codes, National Electric Code, NFPA, OSHA, those set forth elsewhere in the Scope of Work/ Specifications, and all other applicable codes, rules and regulations all in their latest edition of all authorities having jurisdiction over work of this type, including the rules and regulations of the Owner. All permits, inspections, approvals, etc., shall be applied for and paid for by the Contractor in all fields of his work, and the Contractor shall be responsible for the coordination of inspections and approvals of his work. Building permits shall be obtained by the Contractor. The Contractor shall also comply with all rules and regulations of the Illinois EPA regarding disposal of "Clean Construction and Demolition Debris", and will provide the location of the approved dumpsite where any such materials, including but not limited to asphalt, will be taken.

### **8. LAWS AND CERTIFICATION**

The Contractor shall at all times observe and comply with all Federal, State, and Local laws, regulations and ordinances which in any manner affect the conduct of the work, including, but not limited to the following: (a) the Drug Free Workplace Act (30 ILCS 580/1 et seq.); (b) the Illinois Human Rights Act (775 ILCS 5-101 et seq.), including APPENDIX A Equal Employment Opportunity Clause (44 Ill. Adm. Code 750. App. A) copy attached; and will have in place a no-harassment policy pursuant to said Act; (c) the Homewood-Flossmoor Park District Ethics Ordinance #466; (d) the United States Equal Employment Opportunity Act. Any complaint, claim or action brought against the Contractor for failing to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of the Contractor and shall in no way extend to or expose the Owner to liability and the Contractor shall indemnify and hold harmless the Owner from any and all such complaints, claims, or actions. All workmanship and materials shall conform and comply with the requirements of the building ordinances and rules and regulations of all departments and bureaus of the

county, city and state having lawful jurisdiction. WAGES AND RATES: In all work performed under this Contract the Contractor and all of its subcontractors shall comply with the provisions of AN ACT regulating wages of laborers, mechanics and other workers employed in any public works by the state, county, city or any public body or any political subdivision or by anyone under contract for public works (820 ILCS 130/1 et seq.) The contractor shall not pay less than the rates of wages prevailing in the District as determined by the Illinois Department of Labor to all laborers, mechanics and workers performing any work under this Contract.

The Contractor shall require all of its subcontractors to comply with the requirements of the preceding paragraph, which shall be incorporated in each and every subcontract for all or any portion of the work. Prevailing wage rates are revised from time-to-time by the Illinois Department of Labor, and those rates are available at the Department's official website. ILLINOIS WORKERS: The Contractor shall comply with all requirements of 30 ILCS 570/1 et. seq., with reference to Employment of Illinois Workers on Public Works Project Act. The Contractor shall submit a certificate as required by the Illinois Criminal Code, 720 ILCS 5/33E, et seq. "SUBSTANCE ABUSE PREVENTION: the Contractor shall comply with the Substance Abuse Prevention on Public Works Act (820 ILCS 265, et. Seq.).

#### 9. CHANGE ORDERS

Minor field changes to facilitate ease of construction in the best interest of the Owner may be made in the field by the Park District Representative, with the understanding of both parties that no change in contract price or time for performance are involved. Where proposed changes involve a modification to (i) the Contract Sum; (ii) the contract time, or (iii) material change in the work (i.e., other than minor field changes) a written change order shall be prepared by the Contractor. It shall be a condition precedent to the acceptance of any change order which involves an increase exceeding the legal limits set by the state statutes in value or time that the Board of Commissioners of the Homewood-Flossmoor Park District shall approve such written change orders prior to any change taking place.

#### 10. PAYMENT

The Contractor may present requests for payment, pursuant to the terms of the contract, based on cost of labor and material incorporated in the work. The request for payment shall include a Sworn Statement and shall show relative amount of each item completed. Partial Waivers of Lien, including for first payout, from Contractors, Subcontractors and Material Suppliers are required for monthly payout. Payments will be made within approximately thirty (30) days after review by the Owner. Notwithstanding anything to the contrary contained in the contract documents, payouts are to be made by checks payable to the Contractor. By the 10<sup>th</sup> day of each month and with all payment requests, **the Contractor MUST submit a notarized, certified payroll, pursuant to Illinois law, and as approved by the Illinois Department of Labor stating the wages paid to each craft of employee and all other required information.** Final Payment will be made within approximately thirty (30) days of final inspection and approval and receipt of all waivers, sworn statements, guarantee statements, and other documents set forth in the Contract Documents. No payment will be processed without all proper documentation.

#### 11. INSURANCE REQUIREMENTS FOR CONTRACTORS

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION, THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

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

- A. 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 \$1,000,000 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 shall be included as an 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. Any insurance or self-insurance maintained by Owner shall be excess of the Contractor's insurance and shall not contribute

with it. 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.

- 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 \$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.
- C. 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 on 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.
- D. 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 or \$1,000,000 each employee for bodily injury by disease. 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.
- 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. 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 termination of this Contract at Owner's option. 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 Owners 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 insured's 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.

#### 5. 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.

- F. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and their 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, except to the extent 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.

## 12. GUARANTEE

Except as otherwise specified, the Contractor shall guarantee workmanship and materials, for one year, or the period(s) set forth in the scope of work/specifications, whichever is longer, from date of final payment by the Owner. Any manufacturers' warranties or guarantees shall be assigned to the Owner. The work shall be left in perfect order at completion and acceptance. Neither the final payment nor the termination of the guarantee period, nor any provision in the Contract document shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice he/she shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting there from.

If the Drawings and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his/her bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time. Any discrepancies found between 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 Representative.

## 13. SELECTION OF SUBCONTRACTORS

Selection of subcontractors is subject to the Owner's review prior to awarding of Contract. The General Contractor must submit a list of his proposed subcontractors with the submission of this bid, as well as evidence that those subcontractors requested to be afforded the opportunity to bid have had that opportunity and have responded.

## 14. COMPLETION OF ALL WORK

All work, as either implied or reasonably inferable from the contract documents and specifications shall be the responsibility of the Contractor. All specifications are directed to the attention of the Contractor and the inclusion of any work by mention, note, detail, itemization or implication, however brief, means that the Contractor shall provide and install same. All work performed shall include all appurtenances and apparatus normally deemed to be a part of a completed package within the definitions of normal industry standards.

## 15. INSPECTION BY CONTRACTOR

The Contractor shall familiarize himself with the project through inspection of the site, drawings, and the specifications, so as to thoroughly understand the work. Any and all discrepancies and omissions shall be reported to the Owner prior to commencement of any work. It is the responsibility of the Contractor to insure that discrepancies or omissions are reported and clarification obtained from the Owner prior to work being

done. Any work that proceeds otherwise shall be, if incorrectly performed, replaced or repaired with the cost for same being borne by the Contractor. He shall verify all dimensions for coordination.

#### 16. SUPERVISION

The Contractor is to provide a full-time superintendent on the project to coordinate all subcontractors' work and supervise the daily activity of the project as well as maintain the site in a safe clean manner.

#### 17. SITE CONDITIONS

All Contractors' work shall be performed in a first-class, workmanlike manner, cutting, patching, matching and aligning all surfaces where applicable to afford a finished neat appearance. Contractor shall clean all surfaces free of dirt and refuse caused by debris from all installation techniques of the trade. All adjacent surfaces to their work shall be left as they appear prior to the commencement of the Contractor's work to be done. Contractor shall properly protect all adjacent surfaces during the course of this installation.

#### 18. OWNER INSPECTION

The Homewood-Flossmoor Park District's representative shall have access to the site at all times and to the factory or shop of any of the subcontractors. Any inferior material or workmanship shall be removed upon demand and work shall be reconstructed as approved by the Owner at the Contractor's sole expense.

#### 20. OTHER CONTRACTS

The Owner reserves the right to let other contracts in connection with the work of the project. The General Contractor shall be responsible for coordination of work and establishing schedules for all trades; he shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work.

#### 21. CHANGES TO THE WORK

The Owner reserves the right to make changes in the specifications as the work progresses. Bulletins, change orders, drawings, specifications or instructions covering such changes will be issued to the Contractor whose responsibility it will be to distribute these immediately and to notify the field office and all subcontractors affected to take such measures as may be necessary to avoid errors in the work which may occur due to the use of superseded drawings. Work affected by changes proposed in any revised drawings or other documents issued to the Contractor shall not be executed unless changes are accompanied by letter of authorization to proceed accordingly. In cases where instructions accompanying any issue of revised drawings or specifications request estimates of cost involved, such estimates shall be prepared and submitted promptly in order not to unduly effect the progress of the work..

#### 22. SHOP DRAWINGS

All contractors shall submit all shop drawings for approval to the Owner prior to commencement of work. Shop drawing submittals shall be in the form of (5) black and white prints of each drawings; (5) catalog cut sheets; and (1) PDF file as applicable. Approval of shop drawing shall indicate only that such drawings generally express the intent of the contract documents and shall neither be construed as a complete check nor relieve the Contractor of responsibility for quantities and dimensions, or full performance of the work. All Contractors shall submit cuts, samples and finishes for written approval prior to ordering of fabrication. *A tentative shop drawing submittal schedule with proposed review dates is requested from the Contractor.*

### **SCOPE OF WORK**

#### ***Work to be completed between Monday, August 13 and Friday, September 28, 2018***

Remove and properly dispose of existing concrete sidewalk (estimated at approximately 545').

Remove and properly dispose of existing concrete interior gutter (estimated at approximately 545'), leaving south supporting edge. Remove, repair and/or replace any of the south supporting edge as necessary.

Install 3" thick concrete sidewalk (estimated at approximately 545').

**FORM OF PROPOSAL  
Homewood-Flossmoor Park District  
Irwin Park  
South Sidewalk Removal and Replacement**

**Bid**

Total Project Cost for the Irwin Park South Sidewalk Removal and Replacement

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

**FORM OF PROPOSAL  
Homewood-Flossmoor Park District  
Irwin Park  
South Sidewalk Removal and Replacement**

**Date:** \_\_\_\_\_

**To:** Doug Boehm  
Superintendent of Parks & Planning  
Homewood-Flossmoor Park District  
3301 Flossmoor Road  
Flossmoor, IL 60422

**Re:** **Irwin Park South Sidewalk Removal and Replacement**

**Address:** 18120 South Highland Avenue  
Homewood, IL 60430

**Owner:** Homewood-Flossmoor Park District

Dear Sir or Madam:

Having fully examined the Invitation to Bid and the Specifications for the above referenced project, the undersigned hereby submits the following proposal for providing all the labor and materials and doing all things necessary for the satisfactory of the work in accordance with said documents.

Name of Firm:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

(Telephone) \_\_\_\_\_ (Fax) \_\_\_\_\_ + \_\_\_\_\_

Contact Person \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature \_\_\_\_\_

CERTIFICATION BY CONTRACTOR  
PURSUANT TO ARTICLE 33E PUBLIC CONTRACTS  
OF THE ILLINOIS "CRIMINAL CODE OF 1961", AS AMENDED

RE: **HOMewood-FLOSSMOOR PARK DISTRICT**  
**IRWIN PARK SOUTH SIDEWALK REMOVAL AND REPLACEMENT**

\_\_\_\_\_, the undersigned Contractor hereby certifies that said Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E PUBLIC CONTRACTS of the Illinois "Criminal Code of 1961", (720 ILCS 5/33E-1 *et seq.*), as amended.

Witness \_\_\_\_\_ Hand(s) and Seal \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

If an individual, sign and give address.

\_\_\_\_\_  
Signature

Address: \_\_\_\_\_

If a partnership, sign all individual names and give address of each partner.

Partnership Name: \_\_\_\_\_

Address: \_\_\_\_\_

Names and Addresses of Individual Partners:

\_\_\_\_\_  
\_\_\_\_\_

If a corporation, officer(s) duly authorized should sign, attach corporate seal.

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Address

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

CORPORATE SEAL

**Joint Committee on Administrative Rules**  
**ADMINISTRATIVE CODE**

**TITLE 44: GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY  
MANAGEMENT**  
**SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES**  
**CHAPTER X: DEPARTMENT OF HUMAN RIGHTS**  
**PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES**  
**SECTION 750.APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

**Section 750.APPENDIX A Equal Employment Opportunity Clause**

**EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the

contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

- 5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)