

**CANTON PARK DISTRICT  
ADMINISTRATION BUILDING  
ROOF REMOVAL AND REPLACEMENT  
250 S. AVENUE D  
CONTRACT DOCUMENTS  
SEPTEMBER 2018  
PROJECT 18-001**

**INVITATION TO BID**

- I. The proposed WORK is officially known as the “**Canton Park District Project 18-001 Admin Office Roof Removal and Replacement.**” Any proposal or “bid” submitted to OWNER must fully describe and propose a price for all work herein described. Bids must be submitted in the form provided by the Park District and attached to this Invitation to Bid.

The work to be performed is:

- A. Set up for reroofing operation as approved by Canton Park District.
- B. Provide all necessary protection needed to guard all walls and adjacent structures.
- C. Set up all required safety lines and guard rails as required by OSHA.
- D. Remove and dispose of the existing roof membrane material on the roof and overhang above the west entrance.
- E. Lower all tear off materials in an approved manner, not hindering the operations of the Administration Office, the Donaldson Community Center or Wallace Park.
- F. Perform spot tear off in wet regions where leaking has occurred. Square off the removed area and install 5/8” thick gypsum-based barrier board and new Isocyanurate insulation on the deck equal to the existing Isocyanurate insulation in height.
- G. Install new 2” Duro-Guard Isocyanurate insulation over the entire roof surface and the surface of the overhand above the west entrance. Fasten each sheet using 6 fasteners per 4X8 sheet per Duro-Last’s requirements.
- H. Install mechanically attached Duro-Last Roofing System as described herein to maintain a UL Class A Fire Rating and FM I-60 Wind Uplift Rating. The complete roofing system will be fastened through 3 inch securing tabs 60” apart (pull test required for spacing).
- I. Install Duro-Last prefabricated roof flashings to each roof penetration.
- J. Install the Duro-last prefabricated wall membranes to the perimeter.
- K. Install new 2-piece, termination bar and cover above previous wall flashing termination heights.
- L. Seal and terminate each obstruction using Duro-Last termination bar and sealant.

- M. Seal Duro-Last membrane to existing roof drain. Bypass the roof drain if needed using Duro-Last prefabricated drain boot and rings.
  - N. Install one Duro-Last breather vent at a rate of one per every 1000 sq. ft. of membrane surface.
  - O. Heat weld all flashings to the base membrane creating a one-piece roof system.
  - P. Parapet Coping – Remove existing caulk, clean joints and reseal joints with caulk that is similar in color to coping.
  - Q. Clean the adjacent work areas on a daily basis so as not to hinder the normal operations of the Administration Building, Donaldson Center, or Wallace Park.
  - R. Provide 15-year NDL Duro-Last warranty covering workmanship and materials for the full period (100% non-prorated) with consequential damage coverage.
- II. Bids for the **Canton Park District Project 18-001 Admin Office Roof Removal and Replacement** project will be received and preliminarily evaluated on a lump sum basis.
- III. Sealed Bids for **Canton Park District Project 18-001 Admin Office Roof Removal and Replacement** project will be received by the OWNER (Canton Park District, Illinois) at the Administration Office, 250 South Avenue D, Canton, IL 61520, until 10:00 AM (CDST) on **Wednesday, October 24, 2018. Bids must be submitted under seal by the bidder.** All Bids received will be publicly opened and read aloud in the Board Room at the above stated time.
- IV. Copies of the Contract Documents may be obtained at Administration Office, Canton Park District, 250 South Avenue, Canton, Illinois 61520 by contacting (309) 647-1345.
- V. *A Bid Security in the amount of ten percent (10%) of the Bid must accompany each BID.* Required Bid Security shall be in the form of a certified check, bank check or Bid Bond issued by a Surety.
- VI. In the employment and use of labor, the CONTRACTOR shall conform to all State of Illinois Statutory requirements regarding labor. CONTRACTOR shall pay to all laborers, workmen and mechanics performing work under the CONTRACT, not less than the prevailing rate of wages as determined by the Illinois Department of Labor and as described in any applicable ordinance passed either by the CANTON PARK DISTRICT or the CITY OF CANTON, ILLINOIS. Such ordinance may be reviewed by contacting the CITY CLERK of CANTON, ILLINOIS or by contacting the CANTON PARK DISTRICT at 309-647-1345.
- VII. In the employment and use of labor, the CONTRACTOR shall conform to all Illinois Human Rights requirements regarding labor and human rights.
- VIII. In considering any bid herein, the OWNER may waive irregularities and any and all BIDS in its sole discretion.
- IX. Disposition of Removed Material: All material removed under this contract shall become the property of the Contractor and must be promptly removed from the site. Contractor shall not store or permit debris to accumulate on site. The CONTRACTOR must remove from the site all debris, rubbish, and other materials from demolition and dispose of same legally.

- X. CANTON PARK DISTRICT will abide by the provisions of 70 ILCS 1205/8-1 (c) in all phases of the execution of this bid. To the extent that that section has requirements for bidders, all bidders are required to abide by that section in submission of bids and performance of the work if their bid is accepted.
- XI. The Bidder understands, acknowledges, and agrees that the CANTON PARK DISTRICT is a municipality and subject to the Illinois Freedom of Information Act. As a result, the CANTON PARK DISTRICT is responsive to any request for information lawfully submitted pursuant to that Act and not subject to any exception, which may include information submitted by the Bidder. The CANTON PARK DISTRICT reserves the right to make any response it deems is required by law to any request lawfully made.

## **PROJECT REQUIREMENTS**

### **NON-DISCRIMINATION**

- I. The Contractor agrees to fully comply with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans With Disabilities Act, 42 U.S.C. Section 12101 et seq., and rules and regulations promulgated thereunder.
- II. As required by Illinois Law, in the event of Contractor's non-compliance with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), 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 canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of the contract, the Contractor agrees as follows:
  - A. That it will not discriminate against any employee or outlook and for employment because of race, color, religion, creed, sex, marital status, national origin or ancestry, age, citizenship, physical or mental handicap or disability, military status, or an unfavorable discharge from military service or arrest record status, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
  - B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
  - C. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
  - D. That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice

advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- E. That it will submit reports as required by the Department's rules, 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 Illinois Human Rights Act and the Department's Rules.
- F. That it 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 Illinois Human Rights Act and the Department's Rules.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such 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 such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contract or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

## **ILLINOIS REQUIREMENTS**

- I. The Illinois "Employment of Illinois Workers on Public Works Act", 30 ILCS 470/0.01 et seq. shall prevail on this project.

## **PREVAILING WAGE**

- I. For the entire duration of work under the contract, the Contractor shall conform to the federal and state statutes to the payment of prevailing wages and to all valid rules and regulations now or hereafter issued pursuant thereto, that are cited in Article 1.11, "Wage Payments and Equal Employment Opportunity", of the Department of Labor. The Contractor and Subcontractor shall pay the general prevailing rate of hourly wages in the locality in which the work is to be performed for each craft or type of work or mechanic needed to execute the contract or perform such work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Department of Labor for the Illinois county for each craft or type of worker needed to execute the contract or to perform such work cited in the "Illinois Prevailing Wage Act" (820 ILCS 130.01 et seq.).
- II. If during the course of work under this Contract, the Department of Labor revises the prevailing rate hourly wages to be paid under this Contract for any trade or occupation, Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. Revisions of the prevailing wage as set forth above shall not result in an increase in the Contract sum.

## **BIDDER REPRESENTATION**

- I. By submitting a Bid, each Bidder represents that they have:
  - A. Read and understand the Bidding Documents and the Bid is made in accordance therewith.
  - B. Visited the site and have familiarized themselves with local conditions under which the Work is to be performed, including, but not restricted to, those bearing upon transportation, disposal, handling, and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, or similar physical conditions at Site, the conformation and conditions of the surface and subsurface conditions of the Site, the character of equipment and facilities needed preliminary to and during prosecution of the Work and the Bid is based upon materials, systems and equipment described in Bidding Documents.

## **TAXES**

- I. The owner is exempt from applicable federal, state, and local sales tax. Retail tax shall not be included in the contract amount. Owner will furnish documentation to the Contractor.

## **CONTRACT TIME**

- II. Final Completion of WORK shall be forty-five (45) calendar days from the commencement of the Contract Time.

## **PAYMENT PROCEDURES**

- I. CONTRACTOR shall submit one (1) pay request after WORK is completed.
- II. Waiver of Mechanic's Lien: With the Application for Payment, the CONTRACTOR shall submit waivers of mechanic's lien from every subcontractor, individual or other entity that may be lawfully entitled to file a claim pursuant to the Mechanic's Lien Act arising out of the Contract and related to the WORK covered by the payment. Submit waivers of liens on forms, executed in a manner acceptable to OWNER.
- III. Certified Payroll: with the Application for Payment, the Contractor shall submit certified weekly payroll verifying that current prevailing wage rates were paid to employees performing work on this project.

## **BONDS AND INSURANCE**

- I. Performance and Payment Bonds: CONTRACTOR shall furnish performance and payment Bonds, each is an amount at least equal to the CONTRACT PRICE as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due.
- II. Certificate of Insurance:
  - A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified, which CONTRACTOR is required to purchase and maintain. The OWNER shall be listed as additional insured on the CONTRACTOR'S General Liability policies and on Property Insurance Policies. The insurance certificate holder shall be OWNER.

- B. Certified copies of the original policies or Certificates of Insurance by the insurer(s) issuing the policies and endorsements setting forth the coverage, limits, and endorsements shall be submitted to the OWNER before the OWNER will execute the Agreement.
- C. All costs for insurance as specified herein shall be considered as included in the cost of the Contract. The CONTRACTOR shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR from its obligation to indemnify the OWNER in excess of the coverage according to the Contract.
- D. To insure financial stability, the insurance carrier selected by the CONTRACTOR shall be rated no less than A- as published in the "Best's Guide."

**INSURANCE REQUIREMENTS:**

Insurance Requirements: CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the WORK being performed and as will provide protection from claims which may arise out of or result from CONTRACTOR'S performance of the WORK and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the WORK, or by anyone for whose acts any of them may be liable.

The CONTRACTOR shall provide the following insurance and provide coverage's for not less than the following amounts:

- I. Worker's Compensation:
  - A. State: Statutory
  - B. Employer's Liability: \$1,000,000/\$1,000,000/\$1,000,000
- II. Contractor's General Liability:
  - A. General Aggregate: \$6,000,000
  - B. Personal and Advertising Injury (Per Person/Organization): \$3,000,000
  - C. Product – Completed Operations Aggregate: \$6,000,000
  - D. Each Occurrence (Bodily Injury and Property): \$3,000,000
  - E. Limit per Person Medical Expense: \$5,000
  - F. Excess Liability: \$3,000,000
- III. Commercial Automobile Liability:
  - A. Combined Single Limit: \$1,000,000

## **CONTRACTOR'S REPRESENTATIONS**

In order to induce OWNER to enter into this AGREEMENT, CONTRACTOR makes the following representations:

- I. CONTRACTOR has familiarized himself/herself with the nature and extent of the Contract Documents, Work, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- II. CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable by CONTRACTOR.

## **MISCELLANEOUS**

- I. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- II. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- III. Freedom of Information Act: The Illinois Freedom of Information Act defines a "public record" as follows: all records, reports, forms, writings, letters, memoranda, books, papers, maps, photographs, microfilms, cards, tapes, recordings, electronic data processing records, electronic communications, recorded information and all other documentary materials pertaining to the transaction of public business, regardless of physical form or characteristics, having been prepared by or for, or having been or being used by, received by, or in the possession of, or under the control of any public body." 5 ILCS 140/2(c). As a bidder/contractor on a public project, assume that all correspondence, proposals, plans, drawings, or other materials submitted to the Canton Park District will become public records, including information submitted in a bid package.

**BID FORM**

**Project Identification: Canton Park District Project 18-001 Admin Office Roof Removal and Replacement**

This BID is submitted to the Canton Park District, Illinois (OWNER)

- I. The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an agreement with OWNER in the form included in the BID or as otherwise provided by the CANTON PARK DISTRICT to perform and furnish all WORK as specified or indicated in the BID for the Contract Price within the Contract Time indicated in this BID and in accordance with the other terms and conditions of the BID.
- II. CONTRACTOR accepts all of the terms and conditions of the BID, including those dealing with the disposition of BID security. This BID will remain subject to acceptance for forty-five (45) days after the day of the BID opening. CONTRACTOR will sign and submit the BID and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER'S Notice of Award. Any bid for which the bidder specifies a short acceptance period may be rejected.
- III. In submitting this BID, BIDDER acknowledges that it has familiarized itself with the nature and extent of this BID FORM, WORK, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.
- IV. This BID is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- V. BIDDER is required to submit a lump sum bid for the BASE BID. Contract award shall be based on the total of the BASE BID only. Note that the OWNER is exempt from paying State Sales Tax for materials and services for this PROJECT; therefore, BIDDER'S prices shall not include State Sales Tax. BIDDER will complete the WORK for the following price(s):

**BASE BID:**

<b>Item No.</b>	<b>Item</b>	<b>Unit</b>	<b>Price</b>
1	Remove and Replace Roof Material on Administration Building (Flat Roof)	LS	

**TOTAL LUMP SUM BID** \_\_\_\_\_

**TOTAL WRITTEN IN WORDS** \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 2018



**ALTERNATE ADD:**

<b>Item No.</b>	<b>Item</b>	<b>Unit</b>	<b>Price</b>
1	20-Year NDL Warranty (15 years consequential damages & 5 years material and labor)	LS	

**TOTAL ALTERNATE ADD** \_\_\_\_\_

**TOTAL WRITTEN IN WORDS** \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 2018

If BIDDER is:

**An Individual**

By \_\_\_\_\_ (SEAL)

Doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

**A Corporation**

By \_\_\_\_\_ (SEAL)  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_

\_\_\_\_\_  
(Name of Person Authorized to Sign)

\_\_\_\_\_  
(Title)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

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

\_\_\_\_\_

Phone Number: \_\_\_\_\_