



# **BIDDING REQUIREMENTS**

for

## **PROJECT P23-LAND-00B (IL Route 3 Mowing)**

**BID OPENS:**

**Tuesday, February 7<sup>th</sup>, 2023  
2:00 pm LOCAL TIME**

Released for Bidding by:

**America's Central Port District**

1635 West First Street

Granite City, Illinois 62040

(618) 877-8444

**PROJECT IDENTIFICATION**

**P23-LAND-00B**

**Yearly Contract for IL Route 3 Mowing**

**SCOPE OF WORK SUMMARY**

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This project includes the cutting, trimming, and blowing of the grounds and grass along the IL Route 3 corridor.

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**CONDITIONS OF CONTRACT**

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01000 - Technical Specifications ..... 4 page(s)

**BID PROPOSAL DOCUMENTS**

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00410 - Bid Form ..... 12 page(s)  
00450 - Contractor Qualification Statement ..... 7 page(s)

*\* Bidder is to ensure that any Addendums issued are returned with their Bid Proposal*

Project Information is posted to the Port's website:  
<http://planroom.americascentralport.com/>

Or contact Luke Kreamalmeyer at:  
[lkreamalmeyer@americascentralport.com](mailto:lkreamalmeyer@americascentralport.com)

## **PROJECT INFORMATION**

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Project Name: P-23-Land-00-B-Route 3 Mowing

Contract Time: \_\_\_\_\_

Pre-Bid Conference: January 24th, 2023, 2:00 pm

Mandatory: YES

Bid Proposals Due: February 7th, 2023, 2:00 pm

## **INSTRUCTIONS TO BIDDERS**

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### **ARTICLE 1 – DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.  
  
America's Central Port District ("Owner")  
ATTN: Engineering Department  
1635 West First Street  
Granite City, Illinois 62040  
(618) 877-8444 | Main  
(618) 452-3402 | Fax  
[planroom@americascentralport.com](mailto:planroom@americascentralport.com)
  - B. *Bid Due Date* – All Bids are due back to the Issuing Office no later than the date and time listed above and within the Invitation to Bid.
  - C. *Invitation to Bid* – America's Central Port is seeking qualified Bidders for its P-23-LAND-00-A. The scope includes the cutting, trimming, and blowing of the grounds and grass along the IL Route 3 corridor. All interested parties must register at the Port's online plan room to obtain a copy of the Bidding Requirements at: <http://planroom.americascentralport.com>. A Pre-Bid Conference is scheduled for January 24th, 2023 at 2:00 pm. Bids will be due into the Port by Monday, February 7th, 2023 2:00 pm. You can also contact Luke Kreamalmeyer at (618)452-8434 or [lkreamalmeyer@americascentralport.com](mailto:lkreamalmeyer@americascentralport.com)

### **ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

- 2.01 Complete sets of the Bidding Documents may only be obtained electronically from the Owners plan room website after registering online at <http://planroom.americascentralport.com> as mentioned within the invitation or advertisement for bid announcement.
- 2.02 Each interested Contractor that registers for this project at the Owners Plan room website will be provided with a download link for a complete copy of the current bidding packet. Hard copies of the plans can be provided at contractor request and are subject to availability and cost for printing and materials.
- 2.03 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. All current and relevant information, including FAQ's and Addendums, will be posted to the owner's plan room website (<http://planroom.americascentralport.com>).
- 2.04 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

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### **ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within 5 days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.
- A. *Evidence of Bidder's authority to do business in the state where the Project is located.*
  - B. *Bidder's state contractor license number, if applicable.*
  - C. *Other information which may be deemed necessary to determine whether the Bidder is qualified to conduct the Work required for the Project.*
- 3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.
- 3.03 Bids which are incomplete or failure of Bidder to demonstrate its qualifications for this Project will be subject to rejection by Owner.

### **ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, DATA, AND SITE**

- 4.01 *Subsurface and Physical Conditions*
- A. The Supplementary Conditions identify:
    - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
    - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
    - 3. costs associated with obtaining printed or hard copies of reports and/or drawings.
  - B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 4.02 *Underground Facilities*
- Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- 4.03 *Hazardous Environmental Condition*
- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
  - B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions

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appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates. Any and all testing is at Bidder's cost and shall not be reimbursed by Owner.
- 4.06 A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.
- B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.
- 4.07 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";
- E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

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- I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
  - J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

### ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 A mandatory pre-Bid conference will be held at **2:00 PM local time** on 1/24/2023 at the Owners office as defined within Article 1 of these instructions. Representatives of Owner and Engineer will be present to discuss the requirements contained within the Bidding Documents for this Project. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.
- 5.02 In the event which this project requires a mandatory pre-bid conference as defined in Article 5 of these instructions, Bidders who desire to submit a Bid proposal for this Project shall send a representative to the Pre-Bid Conference and register the company name which will be used for the Bid proposal. Engineer will record the contact information of those companies with representatives in attendance. Bid proposals will only be accepted for consideration of award by Owner from Bidders with representatives in attendance as recorded by Engineer.

### ARTICLE 6 – SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

### ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing via email to [planroom@americascentralport.com](mailto:planroom@americascentralport.com). Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed electronically or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than three (3) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

### ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **10%** percent of Bidder's maximum Bid price as shown in Paragraph 5.01 of *Section 00410 - Bid Form* and in the form of a Bid bond (on the form attached in *Section 00430*) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions. Bids submitted without a Bid Bond as security shall be deemed nonresponsive.

- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

### ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

### ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

### ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or "or-equal" materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by Engineer as a substitute or "or-equal" unless written request for approval has been submitted by Bidder and has been received by Engineer at least fifteen (15) days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.
- 11.02 The Contract, if awarded, will not be based upon the incorporation of an approved "or-equal" item based on any characteristic in comparison with those as specified within Section 01000 other than the characteristic of initial cost as provided within the Bid. Long term performance or maintenance cost benefits will not be a factor for determining the low, responsive bid when an approved "or-equal" item is proposed.

### ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five (5) days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next most responsive lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be



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deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

### ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from the Owner.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each unit price item listed therein. In the case of optional alternatives, the words “No Bid,” “No Change,” or “Not Applicable” may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder’s name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint ventures in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder’s state contractor license number, if any, shall also be shown on the Bid Form.

### ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

- 14.00 *Lump Sum*
- A. Bidders shall submit a Bid which provides a "not-to-exceed" Lump Sum Price as indicated on the Bid Form. Such total will be used determine the lowest responsible Bid.
- 14.01 *Unit Price*
- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in **Section 00410 – Bid Form**.
- B. The total of all estimated prices will be the sum of the products of the Owner's Estimated Quantity (if provided) of each item and the corresponding unit price. If an Owner’s Estimated Quantity is not provided and the Bid Form requests a Lump Sum Price, Unit Price Costs will not be considered as substantial to the basis of determining the low bid, provided that each Unit Price does not differ more than fifteen percent (15%) above the average of all bids submitted. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

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- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- D. The lowest, responsible bid will be determined by the lowest (correct as stated above) total for the Base Bid items. Should Owner elect to incorporate any of the listed Alternate Unit Price Items, the lowest, responsible bid will be the lowest new total using the elected Alternate unit price, regardless of whether or not the determined lowest responsible bid is the same determination as that of the Base Bid. Owner, at its sole discretion, shall exercise any combination of the use of Alternates as deemed appropriate for the best interest of the Project.

### 14.02 Allowances

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.

### 14.03 Completion Time Comparisons

- A. Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion (if applicable). The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9 above.

## ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following documents:

- a. ☐ ~~00430 – Bid Bond Form providing the required Bid security (10% of total Bid Proposal)~~
- b. ☐ **00450 – Contractor Qualification Statement Form** with all Supporting Data (e.g., references, evidence of authority to do business in the State of the Project, Copy of Contractor's License); and
- c. ☐ **00455 – Subcontractor Prequalification Form** for all of the proposed Subcontractors and Suppliers proposed to be used for the Project; and
- d. ☐ **Signed Addenda** which Bidder has identified within Article 3.01.A of this Bid Form and encompasses all issued addenda prior to the Bid date.
- e. ☐ Any related product materials and brochures relevant to Bid, including any requirements listed within *Section 01000 – Technical Specifications*.

- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "**BID ENCLOSED**." A mailed Bid shall be addressed to:

America's Central Port  
ATTN: P-22-BLDG-03(IL  
Route 3 Mowing)  
1635 West First Street  
Granite City, Illinois 62040  
Phone: (618) 877-8444

## ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

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- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

### **ARTICLE 17 – OPENING OF BIDS**

- 17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

### **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

### **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

### **ARTICLE 20 – CONTRACT SECURITY AND INSURANCE**

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

### **ARTICLE 21 – SIGNING OF AGREEMENT**

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within

ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

### ARTICLE 22 – SALES AND USE TAXES

- 22.01 Owner is exempt from Illinois state sales and use taxes on materials and equipment to be incorporated in the Work (Exemption No. E9987-3151-05). A copy of the Owners exemption certificate will be provided to the Contractor with the Notice of Award. Said taxes shall not be included in the Bid. Refer to Paragraph 6.10 of the Supplementary Conditions for additional information.

**END OF SECTION**

### SCOPE OF WORK

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- 1.01 Contractor shall supply all labor, material, equipment and other incidentals and service required to perform the following actions pertaining to mowing along the IL Route 3 corridor:
- A. General Grounds Maintenance
    - 1. Turf mowing:
      - a. Contractor will mow entire turf area as outlined above at a minimum height on one-inch with a maximum height of five-inches. Mowing must be started and completed in the same week. (weather permitting)
    - 2. Occurrences;
      - a. Occurrence shall be defined as when the contractor comes onsite and performs ground maintenance activities; to the entire assigned area
      - b. It is estimated that there will be a required 12-14 grass cutting occurrences. If there are more or less are necessary, the contract price will change according to the unit prices stated on the Section 00410 - Bid Form.
      - c. Contractor will be paid for areas completed per week, not necessarily the full occurrence amount. The weekly production sheet is submitted at the end of the week to the designated ACP representative to verify what has been completed per section 1.03.
- 1.02 Quality Control:
- A. Contractor shall:
    - 1. Be experienced in all work required to complete the above-mentioned work;
    - 2. Work must be acceptable to the owner and its tenants
    - 3. Complete all the designated mowing areas listed in Bid Form Article 5.01 each week.
  - B. Contractor shall have sole responsibility in seeing that the job site is safe whether or not the Owner is present during the work.
  - C. C. If the contractor cannot meet the owner's Quality expectations, the owner may replace the contractor.
- 1.03 Submittals:
- A. Contractor will be responsible to fill out a log sheet provided by the Owner each week once work is
  - B. completed that week. Such as if there will be any mowing that week, and if there is, exactly when.
  - C. Contractor will be responsible for contacting the Owner's chosen representative once work activated have been completed so that the Owner can inspect the work.
- 1.04 Delivery, Storage, and Handling:
- A. Any equipment or materials that the Contractor delivers to site is the sole responsibility on the Contractor;
  - B. On-Site temporary storage may be available at Owners discretion.
- 1.05 Administrative

## **SECTION 01000 | TECHNICAL SPECIFICATIONS**

---

- A. All work done under this Contract will be subject to the Standard General Conditions
- B. Contact Information:
  - 1. Contractor is to provide Owner with current standard and emergency contact for the duration of the contract.
  - 2. If any contact information changes during the duration of the project, the Contractor will notify the Owner immediately and provide updated contact information.
- C. Work Orders;
  - 1. Work orders will be issued in writing by the Owner for work that is not defined hereinabove.
  - 2. Contractor is to keep track of all work done, equipment, materials and labor used for work done under a Work Order. Owner will provide Contractor with a standard Daily Progress Log sheet for Contractor to complete and execute on a daily basis. Each log shall be turned into the Owner in intervals not to exceed once a week.

### **ARTICLE 2 – SITE CONDITIONS**

---

- 2.01 Field measurements and material quantities:
  - A. Bidder shall have sole responsibility for accuracy of all measurements, estimates of material quantities and sizes and site conditions that will affect work.
- 2.02 Existing Conditions:
  - A. Property that is not directly covered in this project will be utilized by on-going operations. Do not interrupt Owner operations unless notification is given to Owner in writing in a timely manner;
  - B. Any work that is necessary to the completion of this project, such as utility work, shall be performed by a person with appropriate knowledge and certification. If contractor does not have access to the personnel, notification must be given to Owner;
  - C. Any and all debris that is created during this project will be removed by contractor on a daily basis.
- 2.03 Environmental Conditions:
  - A. If contractor does not feel that conditions are safe to work in, such as inclement weather, notification shall be given to the Owner.
- 2.04 Safety Requirements:
  - A. All applications, material handling, and associated equipment shall conform to and be operated in conformance with OSHA safety requirements;
  - B. Comply with federal, state, local and Owner fire and safety requirements;
  - C. Advise Owner whenever work is expected to be hazardous to Owner employees, tenants, and/or operators;
  - D. Advise Owner when violated materials are to be used.

### **ARTICLE 3 – BONDING**

---

- 3.01 Required Bonding;
  - A. None.
- 3.02 Progress Payments
  - A. Progress Payments procedures shall be set forth in Section 00520 - Form Agreement.

## **SECTION 01000 | TECHNICAL SPECIFICATIONS**

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### **ARTICLE 4 – ADJUSTING AND CLEANING**

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#### **4.01 Repair;**

- A. Any damage, including broken windows, that is incurred to any site, building, or equipment by contractor shall be repaired to the same conditions that it was before Contractor damaged it, and will be made ready for re-inspection within five (5) working days of occurrence.

#### **4.02 Clean-up;**

- A. Upon job completion, entire job site shall be cleaned of all debris, tools, and equipment and will be restored to pre-job conditions as much as possible.

### **ARTICLE 5 – ADDITIONAL INFORMATION**

---

#### **5.01 Liquidated Damages:**

- A. Liquidated damages (if any) are set forth in Section 00520 - Form Agreement.

#### **5.02 Administrative:**

- A. All work performed under this contract will be subject to Section 00700 - Standard General Conditions.
- B. Contract Information:
  - 1. Contractor is to provide Owner with current standard and emergency contacts for the duration of the contract;
  - 2. If any contact information changed during the duration of the project, the Contractor will notify the Owner immediately and provide updated contact information.

# Project No. P23-LAND-00B

## BID FORM FOR YEARLY CONTRACTS

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

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ASSOCIATED GENERAL CONTRACTORS OF AMERICA

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**ARTICLE 1 – BID RECIPIENT**

- 1.01 This Bid is submitted to: America's Central Port District  
P23-LAND-00B-(IL Route 3  
Mowing) 1635 West First Street  
Granite City, Illinois 62040  
Phone: (618) 877-8444
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	____/____/____
_____	____/____/____
_____	____/____/____
_____	____/____/____
_____	____/____/____

- B. Bidder has visited the Site on \_\_\_\_/\_\_\_\_/\_\_\_\_ and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations

## SECTION 00410 | BID FORM

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obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- E. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- F. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- I. Bidder will submit written evidence of its authority to do business in the State where the Project is located not later than the date of its execution of the Agreement.

### ARTICLE 4 – BIDDER'S CERTIFICATION

#### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation; *and*
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; *and*
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process; *and*
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices

- at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition; *and*
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract; *and*
- E. Bidder and any of its prospective lower tier Subcontractors certifies, by submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Project by any Federal, State or Local Agency; and
- F. Bidder and any of its prospective lower tier Subcontractors certifies, by submission of this Bid, that neither it nor its principals to the best of its knowledge will use any of the funds from this Project to influence or attempt to influence a public official, of any level or agency, as a part to further the Contractor's involvement within this Project; and
- G. Bidder has thoroughly read, understands and shall comply with the requirements of this Project as stated within the following Sections of the Bidding Requirements:
- H. Bidder will does not nor will it permit, maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Furthermore, Bidder warrants that, if awarded the Contract and prior to issuance of the Notice to Proceed, it will serve notice to Labor Unions of other organization of workers that it will adhere to the provisions of Executive Order 11246 regarding nondiscrimination of employment including, but not limited to, the following: Hiring, Placement, Upgrading, Transfer or Demotion, Recruitment, Advertising, or Solicitation for Employment, Training During Employment, Rates of Pay or Other Forms of Compensation, Selection for Training Including Apprenticeship, Layoff or Termination; and
- I. Bidder will ensure that it will maintain a drug-free workplace at any of its establishments, including the Project Site.

## SECTION 00410 | BID FORM

### ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the Unit Prices as shown in the table below:

Item	Description	Unit	Est. Quantity	Bid Unit Price
Mowing				
01	Area 01-Median Rock road approx 250' north	Per Occurrence	1	\$_____.
02	Area 02 - Median - 20th St. to Rock Rd.	Per Occurrence	1	\$_____.
03	Area 3 -Median - Niedringhaus to 20th St	Per Occurrence	1	\$_____.
04	Area 04 - Broadway north to Railroad Bridge	Per Occurrence	1	\$_____.
05	Area 05- Broadway south to McKinley Bridge	Per Occurrence	1	\$_____.
06	Area 06- Adams Street vacant lot	Per Occurrence	1	\$_____.

Total Amount Per Occurance: \$\_\_\_\_\_.

## SECTION 00410 | BID FORM

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### D. List of Superintendent names and qualification experience.

5.03 The project will be awarded on the assumption that the following items will need to be done. Any discrepancy will be paid for using the submitted unit costs on the previous page.

A. The Contractor shall mow all areas that are described on a approximate twice a month;

5.04 This project will be awarded based on the unit prices for Bid Item 01, 02, 03, 04, 05,06.

## ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder acknowledges and accepts that this Project has placed certain time constraints and financial obligations upon Owner and that failure to complete the Project within the above Contract Times will be subject to Section 4.03 of the Agreement regarding liquidated damages.

## ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. **00450 - Contractor Qualification Statement Form** with all Supporting Data (e.g., references, evidence of authority to do business in the State of the Project, Copy of Contractor's License); and

B. **00455 - Subcontractor Prequalification Form** for all of the proposed Subcontractor(s) and Supplier(s) listed below:

- |          |                    |
|----------|--------------------|
| 1. _____ | (____) ____ - ____ |
| 2. _____ | (____) ____ - ____ |
| 3. _____ | (____) ____ - ____ |
| 4. _____ | (____) ____ - ____ |
| 5. _____ | (____) ____ - ____ |
| 6. _____ | (____) ____ - ____ |

- C. **00460 – Contractor Compliance Affidavit**; and
- D. **Signed Addenda** which Bidder has identified within Article 3.01.A of this Bid Form.
- E. Any related product materials and brochures relevant to Bid.

**ARTICLE 8 – DEFINED TERMS and Renewals**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

8.02 Renewal Terms. Upon written agreement, the Port has the option to renew the Contract for up to three (3) years. Any renewals shall be contingent upon the Port being satisfied with the current work performance. Any change in price from the current contract must be agreed upon and approved by Americas Central Port District.

8.03 The Port will select the lowest responsible and qualified bidder. Any previous work completed at the Port will be taken into consideration when making a selection.

## SECTION 00410 | BID FORM

### ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by: \_\_\_\_\_

#### If Bidder is:

##### An Individual

Name (typed or printed): \_\_\_\_\_

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

*(Individual's signature)*

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

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

Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

##### A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

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

*(Signature of general partner - attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

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

Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

##### A Corporation

Corporation Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, other): \_\_\_\_\_

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

*(Signature - attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest: \_\_\_\_\_

*(Signature of Corporate Secretary)*

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

Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_



**A Limited Liability Company (LLC)**

LLC Name: \_\_\_\_\_

State (in which organized): \_\_\_\_\_

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

*(Signature - attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**A Joint Venture**

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

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

*(Signature - attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

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

*(Signature - attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone and Facsimile Number, and Address for receipt of official communications to  
Joint Venture: \_\_\_\_\_*(Each joint venturer must sign. The manner of signing for each individual, partnership, corporation, and limited liability company that is a party to the joint venture should be in the manner indicated above.)*

## SECTION 00410 | BID FORM

---

### **Bidder's Business Address**

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

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail: \_\_\_\_\_

IL State Contractor License Number: \_\_\_\_\_

Employer's Tax ID Number: \_\_\_\_\_

[CCR](#) Number: \_\_\_\_\_

[DUNS](#) Number: \_\_\_\_\_

Phone and Fax Numbers, and Address for receipt of official communications, if different from Business contact information:

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

9.02 Bid Submitted on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

## SECTION 00450 | CONTRACTOR QUALIFICATION STATEMENT

### PROJECT INFORMATION

Project Name: \_\_\_\_\_

Bid Due Date: \_\_\_\_\_ Location of Project: Madison County, Illinois

This Contractor Qualification Statement is submitted to the following Owner as part of the Bid Proposal for the above listed Project:

America's Central Port District  
1635 West First Street Granite  
City, Illinois 62040

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

### CONTRACTOR ORGANIZATION INFORMATION

Company: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Type of Company: ☐ Sole Individual ☐ Minority Owned Business  
(check any that apply) ☐ Partnership ☐ Woman Owned Business  
☐ Joint Venture ☐ Veteran Owned Business  
☐ Corporation: ☐ Other DBE: \_\_\_\_\_  
STATE \_\_\_\_\_  
DATE \_\_\_\_\_

Type of Work:  
(check any that apply)

<input type="checkbox"/> A/E Design	<input type="checkbox"/> Carpentry	<input type="checkbox"/> Concrete	<input type="checkbox"/> Electrical
<input type="checkbox"/> Environmental	<input type="checkbox"/> General Contractor	<input type="checkbox"/> Heavy Construction	<input type="checkbox"/> HVAC
<input type="checkbox"/> Ironwork	<input type="checkbox"/> Masonry	<input type="checkbox"/> Mechanical	<input type="checkbox"/> Painting
<input type="checkbox"/> Plumbing	<input type="checkbox"/> Roofing	<input type="checkbox"/> Sheet Metal	<input type="checkbox"/> Trucking
<input type="checkbox"/> Other (explain) _____			

### CONTRACTOR QUALIFICATIONS

Please provide accurate and complete answers to the following questions in either the space provided or on a separate attached sheet.

#### ARTICLE 1. ORGANIZATION

1.1. Has your organization ever been awarded work for the Owner before?

☐ Yes ☐ No

1.2. How many years has your organization been in business?

\_\_\_\_\_ years

## SECTION 00450 | CONTRACTOR QUALIFICATION STATEMENT

- 1.3. How many years has your organization been in business under its present business name?

\_\_\_\_\_ years

- 1.3.1. Under what other or former names has your organization operated?

- 1.4. If your organization is a corporation, answer the following:

1.4.1 Date of incorporation: \_\_\_\_\_

1.4.2 State of incorporation: \_\_\_\_\_

1.4.3 President's name: \_\_\_\_\_

1.4.4 Vice President's name(s): \_\_\_\_\_

1.4.5 Secretary's name: \_\_\_\_\_

1.4.6 Treasurer's name: \_\_\_\_\_

- 1.5. If your organization is a partnership, answer the following:

1.5.1 Date of organization: \_\_\_\_\_

1.5.2 Type of partnership: \_\_\_\_\_

1.5.3 Name(s) of general partners: \_\_\_\_\_

- 1.6. If your organization is individually owned, answer the following:

1.6.1 Date of organization: \_\_\_\_\_

1.6.2 Name of Owner: \_\_\_\_\_

- 1.7. If the form of your organization is other than those listed above, describe it and name the principles on a separate sheet.

### ARTICLE 2. LICENSING

- 2.1. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

JURISDICTION	REGISTRATION / LICENSE #

- 2.2. List all the jurisdictions in which your organization's partnership or trade name is filed.

JURISDICTION	TRADE

## SECTION 00450 | CONTRACTOR QUALIFICATION STATEMENT

### ARTICLE 3. EXPERIENCE

- 3.1. List the categories of work that your organization normally performs with its own forces.

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- 3.2. Claims and Suits. *(If the answer to any of the questions below is yes, please attach details.)*

- 3.2.1. Has your organization ever failed to complete any work awarded to it?

☐ Yes ☐ No

- 3.2.2. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

☐ Yes ☐ No

- 3.2.3. Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five (5) years?

☐ Yes ☐ No

- 3.3. Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? *(If the answer is yes, please attach details.)*

☐ Yes ☐ No

- 3.4. List all the major construction projects your organization has in progress, giving the name of project, owner, engineer, contract amount, percent complete and scheduled completion date.

PROJECT	OWNER	ENGINEER	CONTRACT AMOUNT	% COMPLETE	SCHEDULED COMPLETION

- 3.4.1. State total worth of work in progress and under contract:

\$

---

- 3.5. List all the major projects your organization has completed in the past five (5) years, giving the name of project, owner, engineer, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

PROJECT	OWNER	ENGINEER	CONTRACT AMOUNT	DATE COMPLETED	%( \$) WORK PERFORMED

## SECTION 00450 | CONTRACTOR QUALIFICATION STATEMENT

3.5.1. State average annual amount of construction work performed during the past five (5) years:

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

3.6. List all the major projects your organization is currently a candidate for contract award, giving the name of project, owner, engineer, contract amount, date of anticipated award and percentage of the cost of the work to be performed with your own forces.

PROJECT	OWNER	ENGINEER	CONTRACT AMOUNT	DATE TO BE AWARDED	% (\$) WORK COMMITMENT

3.6.1. State total amount of construction work currently awaiting award which may correspond to the Contract Time of the Project:

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

3.7. Attach current resumes and list the construction experience and present commitments of the key individuals of your organization, including any foreman which may be assigned to the Project.

### ARTICLE 4. REFERENCES

4.1. Trade References: *(Include company, contact name, address, phone and email)*

COMPANY	CONTACT NAME	ADDRESS	PHONE	EMAIL

4.2. Bank References: *(Include company, contact name, address, phone and email)*

COMPANY	CONTACT NAME	ADDRESS	PHONE	EMAIL

## SECTION 00450 | CONTRACTOR QUALIFICATION STATEMENT

### 4.3. Surety:

#### 4.3.1. Name of bonding company:

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#### 4.3.2. Name and address of agent:

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## ARTICLE 5. FINANCING

### 5.1. Financial Statement.

#### 5.1.1. Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

5.1.1.1. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

5.1.1.2. Net Fixed Assets;

5.1.1.3. Other Assets;

5.1.1.4. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

5.1.1.5. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

#### 5.1.2. Name and address of firm preparing attached financial statement, and date thereof:

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---

#### 5.1.3. Is the attached financial statement for the identical organization named on page one?

☐ Yes ☐ No

#### 5.1.4. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

---

### 5.2. Will the organization whose financial statement is attached act as guarantor of the contract for construction?

☐ Yes ☐ No

## SECTION 00450 | CONTRACTOR QUALIFICATION STATEMENT

### ARTICLE 6. SAFETY EXPERIENCE

6.1. Does the organization have a written construction safety program?

☐ Yes ☐ No

6.2. Does the organization conduct construction safety inspections of their work in progress?

☐ Yes ☐ No

6.3. Does the organization have an active construction safety training program?

☐ Yes ☐ No

6.4. Has the organization been fined by OSHA for any willful safety violations in the past three (3) years?

☐ Yes ☐ No

6.5. Provide a copy of the organization's OSHA FORM 300A for the past three (3) years and summarize in the rates in the following tables:

*N = Number of Recordable Injuries and/or Illnesses in One Year*

*EH = Total Number of Hours Worked by all Employees in One Year*

*200,000 = Equivalent of 100 Full-Time Employees Working 40 Hour Weeks, 50 Weeks Per Year*

**Total Recordable Case Rate = (N/EH) x 200,000**

YEAR 1	YEAR 2	YEAR 3

*LWD = Number of Injuries and/or Illnesses Resulting in Lost Workdays or Restricted Work Activity*

*EH = Total Number of Hours Worked by all Employees in One Year*

**LWDI Rate =  $\frac{\text{\#LWD cases} \times 200,000}{\text{\#Employee Hours Worked}}$**

YEAR 1	YEAR 2	YEAR 3

6.6. Provide a copy of the organization's current Experience Modification Rate (EMR) certification and summarize in table below:

CURRENT EMR RATE	
------------------	--

6.7. Does the organization have competent persons in the following areas:

<input type="checkbox"/> Yes	<input type="checkbox"/> No	Scaffolding
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Excavation
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Cranes
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Electrical
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Fall Protection
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Confined Spaces



## SECTION 00450 | CONTRACTOR QUALIFICATION STATEMENT

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### SIGNATURE AND ATTESTMENT OF CONTRACTOR

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Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ and pursuant to information for prospective bidders for above mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is for confidential use only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended. Bidder further guarantees the truth and accuracy of all statements herein made. The surety herein named or any other bonding company, bank, subcontractor, supplier or any other persons, firms or corporations with which Contractor has done business or who have extended any credit to Contractor are hereby authorized to furnish Owner with any information requested concerning Contractor's organization including, but not limited to, information concerning performances on previous work on credit standing. Contractor hereby releases any and all such parties from any legal responsibility whatsoever of having furnished such information to Owner.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

### NOTARY PUBLIC

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Being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



# Area 1 & 2

Rock Road to 20<sup>th</sup> Street



Google Earth





Area 3

Niedringhaus to 20<sup>th</sup> Street





## Area 4 & 5

- Mckinley Bridge to Broadway
- Broadway north to railroad overpass.

Broadway



## Area 6

2637 Adams Street  
Granite City

Adams St

Adams St

Adams St

Adams St

Google Earth

