

Bid Packet for MCCD Rock Springs Scovill Bike Trail Paving and Nature Center Parking lot Paving 2026

INVITATION TO BID

The Macon County Conservation District is seeking bids for asphalt work for the new Rock Springs-Scovill trail connection and the Rock Springs Nature Center Parking lot.

Rock Springs-Scovill Trail Connection – Approximately 3,160 linear feet of trail ten feet wide. The scope of work includes completing final stone prep, sawcut transitions to existing asphalt and laying hot mix asphalt surface course 2-1/2” thick.

This trail/facility received funding assistance through the federally funded Recreational Trails Program Administered by the Illinois Department of Natural Resources.

Rock Springs Nature Center Parking Lot – Paving approximately 5,800sy of paving including the following:

Milling Transitions: milling two inches of existing asphalt at all areas requiring transitions to an adjacent surface.

Prime: Applying liquid asphalt prime coat to the existing asphalt surface to allow for proper adhesion of new asphalt.

Parking Stops: Remove existing parking stops and reinstall after paving is complete

Paving: Install two inches of compacted hot mix asphalt over the prepared areas. Pavement

Markings: re-stripe Parking Lot to current layout.

This project is subject to prevailing wages.

A pre-bid meeting will be held on August 17, 2026, at 10:00 a.m. local time at the Rock Springs Nature Center, 3939 Nearing Lane, Decatur IL. Bid forms and specifications can be obtained from the Macon County Conservation District Business Office located at 3939 Nearing Lane, Decatur, IL, 217-423-7708 from 8:00 a.m. to 4:00 p.m. Monday through Friday excluding holidays.

Sealed bids will be received until 10:00 a.m. September 8th, 2026 local time at the Macon County Conservation District Business Office 3939 Nearing Lane, Decatur, IL at which time they will be opened and publicly read.

The Macon County Conservation District reserves the right to reject any or all bids.

By order of the Board of Trustees of the Macon County Conservation District.

Published on August 14, 2026 in the Decatur Tribune newspaper.

BIDDING & CONTRACT REQUIREMENTS

I. BIDDING

A. BID PREPARATION AND SUBMISSION

1. The bids shall be made on forms furnished by the Macon County Conservation District (hereinafter referred to as Conservation District or owner). All applicable blank spaces on the "Bid Form" must be fully filled in, and all amounts must be in words as well as in figures where applicable. Sign and attach the *substance abuse prevention certification* to the bid form. Include a copy or written verification of company program. Signatures must be in longhand and executed by a duly authorized official of the bidder's organization, and the name of the official and title printed below the signature.
2. The wording of the bid form shall be in ink or typewriter and not in pencil. When any base bid, alternate bid or unit price is omitted, the owner may reject the entire bid. No bids containing conditional or qualifying statements will be accepted. When a bidder submits a bid containing corrections or other changes, each correction or change shall be initialed by the authorized official.
3. The bids shall be sealed in an envelope, marked:

MCCD Rock Springs Trail and Nature Center Parking Lot 2026
Philip Julius, Director of Operations
Macon County Conservation District
3939 Nearing Lane, Decatur, IL 62521
4. Bid documents shall be delivered or mailed in time for delivery to the above address no later than 10:00 a.m. September 08, 2026. Oral bids or oral modifications to bids will not be considered.

B. MODIFICATION AND WITHDRAWAL

1. No bid can be withdrawn prior to the opening of the bids unless a written request for any such withdrawal showing good cause for said withdrawal is first delivered to the Conservation District Administrative Office prior to commencement of the opening of bids. However, no bidder may withdraw a bid after the opening of the bids.

C. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

1. **Bidders should carefully examine the contract documents and inspect the project site to obtain first-hand knowledge of existing conditions.**
2. Each bidder, by submitting his bid, represents that he has so examined the contract documents and inspected the site that he understands the provisions of the "contract documents" and that he has familiarized himself with the local conditions under which the work is to be performed. Bidders will not be given extra payment or contract time for conditions which could have been determined by such examinations.

D. DISCREPANCIES - ADDENDA

1. Should a bidder find, during the examination of the contract documents or after his visit to the site, any discrepancies, omissions, ambiguities, or conflicts in or among the contract documents, or should he be in doubt as to their meaning, he shall at once bring the questions to the attention of the Conservation District for answers and interpretation.
2. The Conservation District will review the question and, where information sought is incorrectly shown or not clearly shown on the contract documents, plans, specifications, or for any other reason, may issue at the Conservation District's sole discretion, an addendum to all bidders in which the interpretation will be made. All addenda to bidders are to be incorporated in the bids and will become a part of the contract documents.
3. **No oral interpretation by the Conservation District will be binding;** only instructions in writing will be deemed valid. To receive written consideration, requests for interpretation must be made no later than three working days prior to the date set for receipt of bids.

II. INDEMNIFICATION AND INSURANCE

A. HOLD HARMLESS AND INDEMNIFICATION

1. The contractor shall name the owner as additional insured and the contractor shall assume all liability for, and shall protect, defend, indemnify and hold harmless, the owner, their officers, employees,

servants and agents from and against all claims, actions, suits, judgments, costs, losses, expenses and liabilities of whatsoever kind or nature including reasonable legal fees incurred by owner arising out of:

- a. Bodily injury, including death, to any person or persons (including contractor's officers, employees, agents and servants) or damage to or destruction of any property, including the loss or use thereof:
 - (1) Caused in whole or in part by any act, error or omissions by the contractor or any sub-contractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder.
 - (2) Arising directly or indirectly out of the presence of any person in or about any part of the project site or the streets, sidewalks and property adjacent thereto.
 - (3) Arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of this contract.
- b. Violations of any ordinance, statute, regulation, or other law of federal, state or local government or any subdivision thereof.

B. CONTRACTOR'S INSURANCE

- 1. The contractor shall keep in force at all times during the performance of this contract insurance as required herein. Contractor shall not commence work under the contract until all the required insurance has been obtained, approved and until the owner has been furnished with certificates of insurance in duplicate stating that such policies will not be cancelled, transferred or terminated prior to their stated expiration date, except upon ten (10) days prior written notice to the owner.
- 2. The contractor shall not allow any subcontractor to commence work on any subcontract until similar insurance required of the subcontractor as required by this contract has been obtained, approved and certificates furnished. All insurance shall be in form and substance and issued by companies satisfactory to the owner and shall be of the following kinds and with at least the following limits of coverage.

3. Worker's Compensation Insurance:

- a. Worker's compensation insurance with limits as prescribed by the laws of the state in which the site is located and employer's liability insurance with minimum limits of \$100,000.

4. Comprehensive General Liability Including Contractual Liability Insurance:

Contractor shall maintain comprehensive general liability insurance, including contractual liability insurance covering the liability of the contractor under the "Hold Harmless and Indemnification" provisions of Section II, paragraph A of these General Conditions, and "explosion, collapse and underground" insurance in at least the following limits:

- a. Bodily Injury, Including Accidental Death:
- | | |
|-----------------|-------------|
| Each occurrence | \$1,000,000 |
| Aggregate | \$1,000,000 |
- b. Property Damage Liability:
- | | |
|-----------------|-------------|
| Each occurrence | \$1,000,000 |
| Aggregate | \$1,000,000 |

5. Comprehensive Automobile Liability Insurance: Contractor shall maintain comprehensive automobile liability insurance covering all vehicles incident to the contractor's work, whether at the site or elsewhere, in at least the following limits:

- a. Bodily Injury:
- | | |
|---------------|-------------|
| Each person | \$1,000,000 |
| Each accident | \$1,000,000 |
- b. Property Damage Each Occurrence: \$1,000,000
- c. Comprehensive Umbrella Policy:

In addition to the minimum limits stated above, the contractor shall increase his limits by comprehensive umbrella policy by \$1,000,000 in excess of other insurance coverage.

6. Also, the successful bidder will be required to name the Conservation District, its employees, trustees and volunteers as "additional insured" and

successful bidder will be required to purchase additional insurance for this project if his limits are not the minimum specified.

D. PROTECTION OF PROPERTY-SAFETY RESPONSIBILITY

1. The contractor shall protect all existing property and improvements at this site. He shall be responsible for the repair cost of any damage created by his operations or those of his sub-contractors. Existing property corners shall be protected by any means necessary. All property corners destroyed or removed shall be replaced by a registered land surveyor at the contractor's expense.
2. Contractor shall comply with State and Federal Safety regulations as outlined in the latest revision of the Federal Construction Safety Standards (Series 1926) and with applicable provisions and regulations of Occupation Safety and Health Administration (OSHA), Standards of the Williams-Steiger Occupational Health and Safety Act of 1970 (revised).

The Contractor and owner shall each be responsible for his own respective agents and employees.

E. FINAL INSPECTION

The owner shall make final inspection of all work included in the contract, or any portion thereof, as soon as practicable after notification by the contractor that the work is completed and ready for acceptance. If the work is not acceptable to the owner at the time of such inspection, he shall inform the contractor as to the particular defects to be remedied before final acceptance can be made.

III. CONTRACTORS' RESPONSIBILITIES

A. PERMITS AND LICENSES

1. The contractor shall procure all permits, licenses, bonds, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The work and all costs involved shall be considered incidental to the contract.

B. LAWS TO BE OBSERVED

1. The contractor shall at all times observe and comply with all federal and state laws, local laws, ordinances and regulations which in any

manner affect the conduct of the work and all such orders or decrees as exist at the present and which may be enacted later, of legislative bodies or tribunals having legal jurisdiction or authority over the work. These laws include, but are not limited to:

a. Prevailing Wage Act:

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

b. Human Rights Act

To the extent required by law, the Contractor shall comply with the terms and procedures of the Illinois Human Rights Act, 775 ILCS 10.0.01 *et seq.*

c. Non-Discrimination

The contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

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, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

d. Sexual Harassment

The contractor by submitting its bid certifies that it has a written sexual harassment policy which includes (i) the illegality of sexual harassment, (ii) a definition of sexual harassment, (iii) a description of sexual harassment utilizing examples, (iv) an internal complaint process including penalties, (v) the legal recourse, investigative and complaint process through the Illinois Department of Human Rights, (vi) directions on how to contact the Department and commission; and (vii) protection against retaliation for exercising rights under the policy in accordance with 775 ILCS 5/2-105(A)(4).

e. Drug Free Workplace

The contractor by submitting its bid certifies that it will provide a drug free workplace and that it is in compliance with the requirements of the Drug Free Work Place Act, 30 ILCS 580. et seq. and Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.

f. Not Barred From Bidding

The contractor by submitting its bid certifies that the contractor is not barred from bidding on the contract for either bid-rigging or bid rotating. 720 ILCS 5/33/#-11.

g. Submission of Certified Payroll Records

The contractor and all sub contractors must submit certified payroll records monthly to the owner on forms approved by the Illinois Department of Labor, Wage and Hour Division. Records must be accurate and submitted for the duration of the contract.

h. FOIA Requirements

This public body is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the bidder to this public body is subject to disclosure to third parties in accordance with FOIA.

If the bidder intends for the public body to withhold the bidder's trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the bidder must include with its bid submittal a written notification specifically identifying such information, along with a statement that disclosure of such information will cause competitive harm to the bidder, as provided by FOIA Section 7(1) (g), 5 ILCS 140/7(1)(g). Any content not so marked by the bidder at the time of bid submittal will be presumed to be open to public inspection. The bidder may be required to substantiate the basis for its claims at a later time.

Notwithstanding timely notice received from a bidder in accordance with Section 7(1) (g), the public body reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request.

2. No plea of misunderstanding or ignorance thereof will be considered. Failure to comply shall be considered a Material Breach of Contract.

C. ABANDONMENT OR NEGLECT

Should the contractor abandon or neglect the work or if the owner at any time is convinced that the work is unreasonably delayed, or that the conditions of the contract are being willfully violated, executed carelessly, or in bad faith, the owner may notify the contractor in writing, and if the owner's notification be without effect within twenty-four (24) hours after the delivery thereof, then, and in that case, the contractor shall discontinue all work under the contract and owner shall have full authority to make arrangements for the completion of the contract at the expense of the contractor.

D. OWNER'S RIGHT TO CLEAN-UP

If a dispute arises between the contractor and separate contractors as to their responsibility for cleaning up as required, the owner may clean up and charge the cost thereof to the contractors as determined solely by the owner.

E. CLEAN UP

1. The contractor shall at all times keep the site and adjoining premises free from accumulation of waste material or rubbish caused by his employees or work, and at the completion of the work, he shall remove all his rubbish, tools, and surplus materials from the site and adjoining premises, leaving the area in a neat and workmanlike condition. In case of dispute, the owner may remove the rubbish and charge the cost to the contractor.

F. USE OF SITE

1. The contractor shall confine his equipment, the storage of materials and operations of his workmen, to limits indicated by law, ordinances, permits or directions of the owner and shall not unreasonably encumber the site with his materials. The site shall not be utilized for the storage of vehicles, materials or equipment not intended for this project.
2. Safety Precautions: The contractor shall take all necessary precautions to insure safety and prevent accidents or injury to the public, children and workmen on, about or adjacent to the site during working hours and after hours. All necessary precautions taken shall be considered incidental to the cost of the contract.
3. Safety Devices: Provide all barricades, lights and other protective devices necessary to fulfill the intent of the work, including requirements of all Federal, State or Municipal laws or ordinances and maintain same for full period of this operation, removing same when indicated or no longer required. Excavations shall be protected at all times and maintained in good order until backfill is in place.

G. REPAIR AND CLEAN-UP

1. The contractor shall pay for the repair of all damage to existing roadways, curbs, sidewalks, utilities, plant material, turf and site furnishings caused by his work.
2. At the completion of the work under this contract, the contractor shall remove all his debris and accumulated materials caused by his work and legally dispose of it, and leave the site in a clean, neat order acceptable to the owner.

H. STARTING AND COMPLETION DATES

1. **It is the intention of the MCCD to have this work scheduled and finished by November 20, 2026.** The bidder agrees that if this bid is

accepted by the owner, bidder shall commence and finish work on the contract within the desired timeframe. Should weather be an issue in completing, the accepted bidder shall request a delay of completion deadline to the owner, in writing with detailed reasoning and anticipated date of resumption and completion. The owner reserves the right to deny any extension of completion delay request and enforce the original completion deadline.

Project Construction Plans attached at end of document

BID FORM

**BID TO: MACON COUNTY CONSERVATION DISTRICT 3939 NEARING LANE
DECATUR, ILLINOIS 62521**

BID FROM:

Name of Bidder

Street Address

A. Individual ____
B. Partnership ____
C. Corporation ____

City State Zip

Bid For: MCCD Rock Springs Trail and Nature Center Parking Lot Paving 2026.

A. The undersigned bidder having become familiar with the local conditions affecting the work herein concerned including visiting the site and with contract documents including; advertisement for Bid, Bidding Form, Bidding and Contract Requirements and Contract for such work and all authorized addenda issued hereto as prepared by the Macon County Conservation District hereby proposes to perform everything required to be performed and to furnish all labor, materials, tools and equipment, and all services required to perform and complete in a satisfactory workmanlike manner, all the work described herein, all accordance with said documents.

The bidder hereby acknowledges receipt of the following addenda, if any distributed by the Macon County Conservation District.

Addendum No. _____ Date:

Addendum No. _____ Date:

B. Contractors will be required to comply with all laws.

C. Completion Date: _____

D. We propose to perform **Bid** completion for the preparation and paving of the Rock Springs to Scovill West Park for:

\$ _____
Figures
\$ _____
Written

E. We propose to perform **Bid** Completion for the Parking Lot preparation, laying of asphalt and marking parking lot at Rock Springs Nature Center (3939 Nearing Lane, Decatur, IL 62521 for:

\$ _____
Figures
\$ _____
Written

Dated this _____ day of _____ 2026

Company name of Bidder

Full name of Bidder (signature)

Full name of Bidder (print)

Official Title

Street Address

City

State

Zip

Telephone

The Contract Documents consist of the Invitation to Bid, Bidding and Contract Documents, Bid Form, Project Drawings, Specifications and Requirements, Addenda issued prior to execution of this agreement, other documents listed after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

This offer is accepted by the Macon County Conservation District

Dated this _____ day of _____ 2026

President, Board of Trustees

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION TO MACON COUNTY CONSERVATION DISTRICT

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, ("Act") prohibits any employee of the contractor or any subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The contractor/subcontractor [**circle one**], by its undersigned representative, hereby certifies and represents to the Macon County Conservation District that (**must complete Part A below**) :

- A. The contractor/subcontractor [**circle one**] has in place for all employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*

[Contractor/subcontractor must attach a copy of its substance abuse prevention program to this Certification.]

Name of Contractor/Subcontractor (print or type)

Name of Authorized Representative (print or type)

Title of Authorized Representative (print or type)

Signature of Authorized Representative

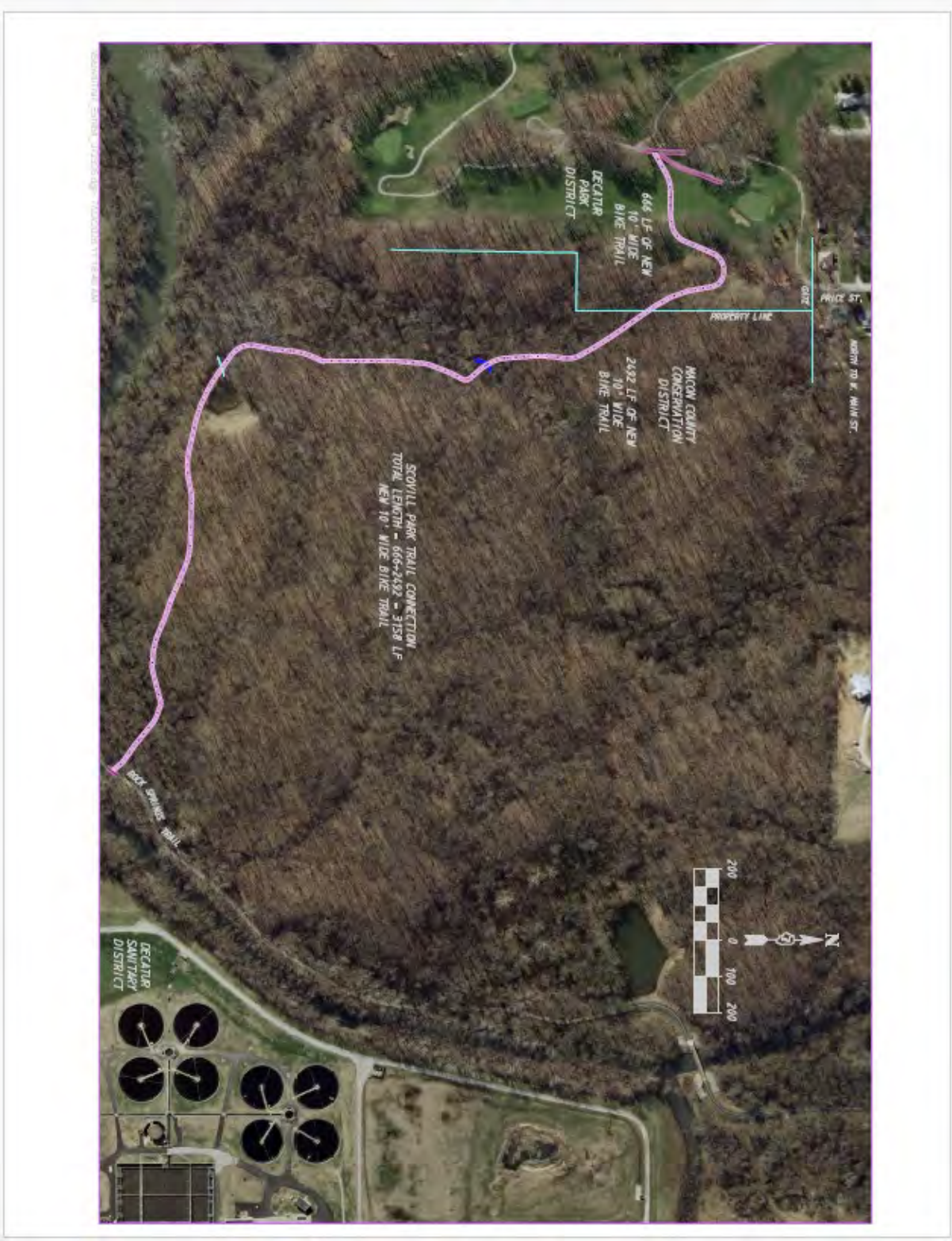
Dated: _____

Requirements for Project

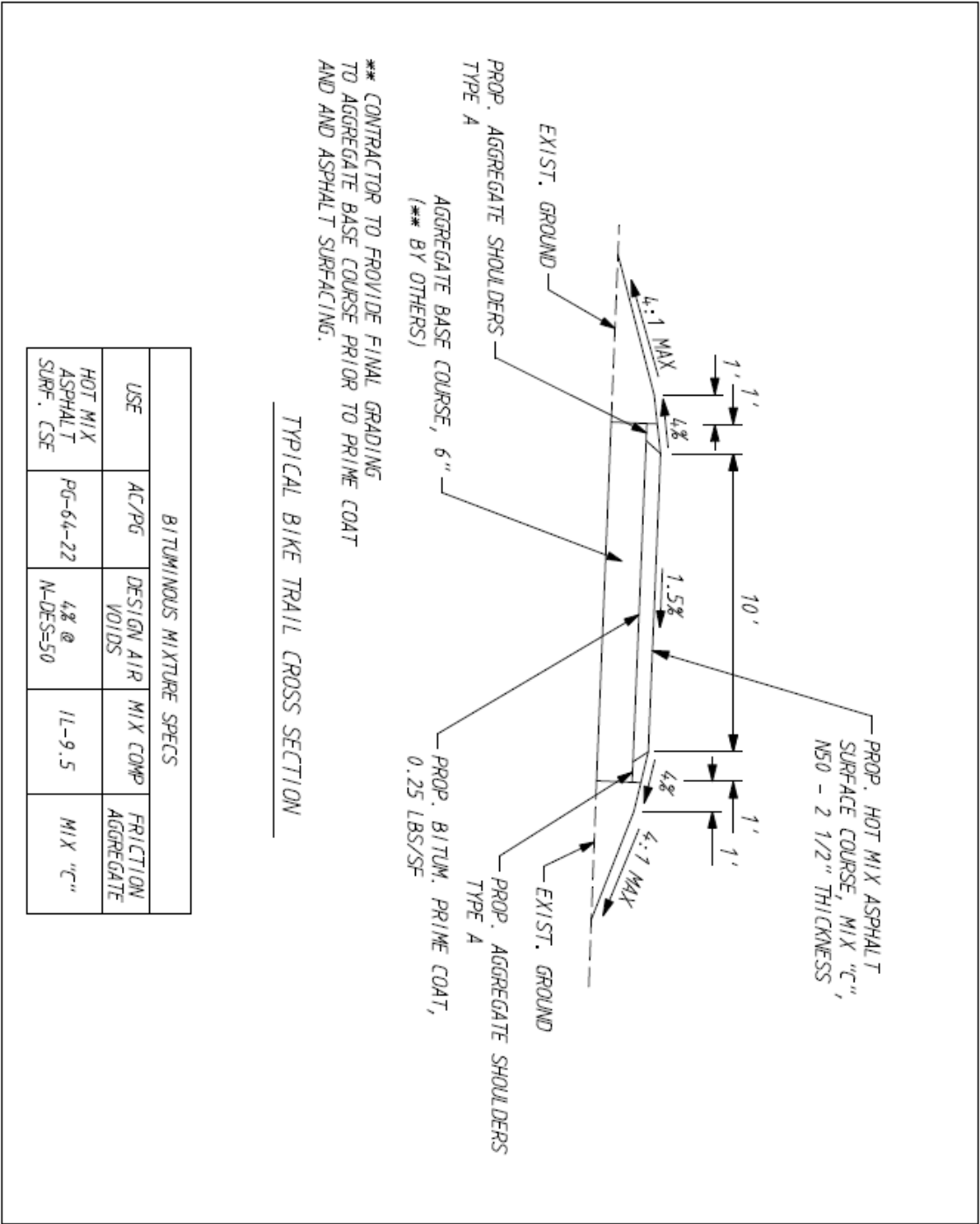
1. All work must be done according to the project design drawings and specifications.
2. Labor provided must be paid prevailing wage. Latest schedule can be obtained at the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. Certified payroll receipt must be submitted with invoice at completion of project.
3. Materials and labor must be provided by contractor.
4. Contractor must supply a final waiver of lien for final payment
5. Contractor must submit a certificate of insurance to the conservation district before commencement of work. Any sub-contractors must submit certificate of insurance as well.
6. Work shall be done according to the specifications shown on the drawings included in the bid packet. Materials and installation must meet the specifications in the drawings.
7. Include a signed substance abuse prevention certification form with bid.
8. Work must not obstruct or interfere with public or district activity outside the construction site.

9. Payment will be upon completion of work, receipt of invoice and certified payroll receipts, inspection and approval of said work by the Macon County Conservation District Board of Trustees at their next regular public meeting.

Rock Springs-Scovill Trail Layout



Typical Asphalt Trail Detail



Paving Details

Milling Transitions:
milling two inches of existing asphalt at all areas requiring transitions to an adjacent surface.

Prime: Applying liquid asphalt prime coat to the existing asphalt surface to allow for proper adhesion of new asphalt.

Parking Stops:
Remove existing parking stops and reinstall after paving is complete

Paving: Install two inches of compacted hot mix asphalt over the prepared areas.

Pavement Markings:
re-stripe Parking Lot to current layout.



Rock Springs Nature Center
Parking Lot Paving Project