

Decatur Township

## **Bid Call**

Decatur Township will receive sealed proposals for the following project:

### **Decatur Township Hall – Parking Lot Resurfacing**

Sealed bids will be publicly opened at 7:00 p.m. on September 3, 2014 at a Township Board meeting. The winning bidder, if any, will be advised soon thereafter. Decatur Township reserves the right in its sole discretion to waive irregularities, omissions, or reject all bids. Sealed bids may be mailed to Decatur Township, ATTN: Parking Lot Resurfacing Project, 1620 S. Taylorville Road, Decatur, IL 62521, and must be received with a postmark on or before August 29, 2014 to be considered. The Bid Form/Bidding Documents will be available from the following starting on or before July 21, 2014:

- Township Hall: 1620 S. Taylorville Road, Decatur, IL 62521
- Township website – [townships.toi.org/decaturtownship](http://townships.toi.org/decaturtownship) – Info Center

Bid security in the amount of 10% of the total bid is required. Work shall commence as soon as practical after the award of the bid and proposed start dates shall be set forth in the bid with a completion date no later than October 1, 2014.

Further specifications and requirements are provided in the Bid Form/Bidding Documents. The winning bidder must be prepared to comply with all applicable laws and provided proof of insurance. Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Prevailing Wage Act (820 ILCS 130/1-12). See Bid Form/Bid Documents for details.

Decatur Township  
Ada Owens  
Township Clerk

PUBLICATION DATE: July \_\_, 2014

**Decatur Township Bid Form/Bid Documents**

**1620 S. Taylorville Road  
Decatur, IL 62521**

**Date: July 21, 2014**

**Job Name: Decatur Township Hall – Parking Lot Asphalt Overlay**

**Job Location: 1620 S. Taylorville Road – Decatur, IL**

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**Article I. Bid Recipient**

**Section 1.01** – This Bid is submitted to:

Decatur Township Board  
1620 S. Taylorville Road  
Decatur, IL 62521

**Section 1.02** – The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Decatur Township Board in a form to be provided that incorporates all of the terms herein to perform all Work as specified or indicated herein for the prices and with the times set forth.

**Section 1.03** – This Bid is to resurface the parking lot at the Decatur Township Hall pursuant to the Project Specifications provided as an addendum.

**Article II. Bidder Acknowledgments**

**Section 2.01** – The Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that the Bidder may agree to in writing upon request of the Decatur Township Board.

**Section 2.02** – The Bidder acknowledges and understands that the Bid shall be awarded to the lowest responsible and responsive bidder. However, the Bidder acknowledges that the Decatur Township Board reserves the right, in its sole discretion, to waive irregularities, omissions, or reject any and all bids.

**Article III. Bidder Representations**

**Section 3.01** – In submitting this Bid, Bidder represents that:

- (a) The Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda receipt of which is hereby acknowledged:

Addendum

- Bid Call
  - Decatur Township – Parking Lot Resurfacing Project Specifications
  - Contract Form
- (b) The Contractor has obtained and carefully studied (or accepts the consequences of not doing so) all additions or has visited the Site 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) The Bidder is familiar with and is satisfied as to all federal state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- (d) The Bidder has carefully studied all available reports of explorations and tests of the surface and subsurface conditions at or contiguous to the Site and all drawing of the physical condition in or relating to existing surface or subsurface structures at or contiguous to the Site.
- (e) The Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of the Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- (f) The Bidder is aware of the general nature of the work to be performed. In addition, the 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 other examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- (g) The Bidder has given the Board written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder has discovered in the Bidding Documents, and a written resolution by the Board is acceptable to the 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) The Bidder will submit written evidence of its authority to do business in the state of Illinois not later than the date of its execution of the Agreement.
- (j) Bidder is prepared to comply with all applicable laws. 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 current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department of Labor 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 website 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 requirements and notice and record keeping duties.

Likewise, bidders must be prepared to comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Township, Municipal and/or other governmental unit or regulatory body now in effect during the performance of the work.

By way of example, the following are included within the scope of the laws, regulations and rules with which Contractor must comply: all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.

- (k) To the extent required by law, the Bidder agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (“Act”). In the event that the Bidder is found to have not complied with the Act, then Bidder shall indemnify and hold Public Body harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys’ fees and penalties.

#### **Article IV. Further Representation & Warranty**

**Section 4.01** – The Bidder further represents 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 agreement or rules of any group, association, organization, or corporation;
- (b) The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- (c) The Bidder had not solicited or induced any individual or entity to refrain from bidding; and
- (d) The Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Decatur Township Board.
- (e) The Bidder shall guarantee all workmanship and materials for a period of one (1) year from date of final completion and acceptance of the work. Neither the final payment nor termination of the guarantee period, nor any provisions in the contract or bid documents, shall relieve the Bidder of the responsibility for negligence, faulty materials or workmanship within the extent and period provided by law. Upon written notice, the Bidder shall remedy any defects and shall pay all expenses for damage to other work resulting from such defects.

**Article V. Basis of Bid**

**Section 5.01** – The Bidder will complete the Work in accordance with the Bid Form/Bid Documents for the following price(s):

- (a) Lump Sum Bid Price \_\_\_\_\_ \$ \_\_\_\_\_  
*(words)* *(numerals)*
  
- (b) All specified cash allowances are included in the price set forth above and has agreed to follow the required State of Illinois Prevailing Wage statues.
  
- (c) The Bidder shall provide proof of Workman’s Compensation and Public Liability insurance with proposal. The documents must detail insurance limits. The minimum acceptable insurance company rating shall be A as rated by A.M. Best Co. Certificates of Insurance shall be mailed to the Decatur Township Board at 1620 S. Taylorville Road, Decatur, IL 612521. Decatur Township shall be listed as primary additionally insured on all policies.
  
- (d) A bid surety in an amount equal to ten percent (10%) of the bid price shall accompany each sealed bid. The surety can be in the form of a bid bond or certified check and should be made payable to Newcomb Township. The bid surety of the winning bidder shall be kept by the Township until receipt of an acceptable Performance Bond, Payment Bond and Certificate of Insurance. The bid surety of other bidders shall be returned.
  
- (e) In addition to the bid surety, the Bidder will be required to provide Performance and Payment bonds prior to contract approval. The Performance Bond shall be in an amount equal to 100% of the full amount of the contract sum as security for the faithful performance of the contract obligations, and the Payment Bond shall be in an amount equal to 100% of the full amount of the contract sum as security for the payment of all persons performing labor and furnishing materials in connection with the contract. Such bonds shall be on standard AIA Documents, issued by the American Institute of Architects, shall be issued by a surety satisfactory to the Township, and shall name the Township as a primary co-obligee. The cost of the bonds is to be included in the bid proposal and shall not be in addition or a separate cost to the Township. The Performance Bond and Payment Bond will become a part of the contract. Each Bidder shall list the name of the surety company that will be furnishing the bonds on its bid proposal. The failure of the successful bidder to enter into a contract and supply the required bonds within ten (10) days after the notice of award or within such extended period as the Township may grant if the forms do not meet its approval shall constitute a default, and the Township may either award the contract to the next responsible, responsive bidder or readvertise for bids. A charge against the defaulting bidder may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

**Article VI. Time of Completion / Change Orders / Assignment**

**Section 6.01** – Time is of the essence and the timeframe for completion of the project may be considered when determining the responsiveness of the Bid. Work shall commence as soon as practical after the award of the bid and the proposed state dates. The Bidder agrees that the Work will be substantially complete on or before October 1, 2014. The Bidder’s proposed start date is \_\_\_\_\_ and the proposed completion date is \_\_\_\_\_.

**Section 6.02** – Minor field changes that are in the best interest of the Township may be made by the Township Supervisor, with the understanding of both parties that no change in the contract price is involved. Where adjustment of contract price or completion date is made, a written change order must be submitted and accepted by the Decatur Township Board before any change is made.

**Section 6.03** – The Bidder shall not assign any part of the contract or award any work hereunder to any Subcontractor without prior approval from the Township. Nothing contained in the bid documents or contracts shall create any contractual relation between any Subcontractor and the Township. The Bidder shall not be relieved from any liability or obligation under this bid when work is assigned to others.

**Article VII. Attachments to this Bid**

**Section 7.01** – The following are attached to and made a condition of this bid:

- (a) Required Bid security in the form of Bid Bond
- (b) List of Proposed Sub-contractors
- (c) List of Proposed Suppliers
- (d) List of Project References
- (e) Required Bidder Qualification Statement with Supporting Documents
- (f) Affidavit of Non-Collusion

**Article VIII. Defined Terms**

**Section 8.01** – The terms used in this Bid with initial capital letters have meanings stated below:

- (a) Bid – Complete proposal (submitted in competition with other bidders) to execute specified job(s) within prescribed time, and not exceeding a proposed amount (includes labor, equipment, and materials).
- (b) Bidder – Contractor, supplier, or vendor who responds to a call to bid.
- (c) Bidding Documents – Documents required to be submitted in response to a call to bid. These can include the prescribed bid form, drawings, specifications, time lines, charts, etc. Bids not accompanied by all the required documents are considered incomplete bids, and are automatically rejected.
- (d) Work – Entire scope of a project encompassing all people, equipment, material, and other goods and services required to fulfill the contractor’s obligations under a contract.

**Section 8.02** – The Bid submitted by:

(a) An Individual

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

By: \_\_\_\_\_ (Seal)  
*(Individual's Signature)*

Doing Business as: \_\_\_\_\_

(b) A Partnership

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

By: \_\_\_\_\_ (Seal)  
*(Signature of general partner – attach evidence of authority to sign)*

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



(c) A Corporation

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

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

Type (*General Business, Professional, Service, Limited Liability*) \_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
*(Signature – attach evidence of authority to sign)*

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

Title \_\_\_\_\_

Attest \_\_\_\_\_  
*(Signature – attach evidence of authority to sign)*

Date of Qualification to do business in Illinois is \_\_\_/\_\_\_/\_\_\_ (*mm/dd/yyyy*)

Decatur Township

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Further specifications and requirements are provided in the Bid Form/Bidding Documents. The winning bidder must be prepared to comply with all applicable laws and provided proof of insurance. Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Prevailing Wage Act (820 ILCS 130/1-12). See Bid Form/Bid Documents for details.

Decatur Township  
Ada Owens  
Township Clerk

PUBLICATION DATE: July \_\_\_\_, 2014

# PROJECT SPECIFICATIONS

## Decatur Township Hall – Parking Lot Resurfacing

**1620 S. Taylorville Road  
Decatur, IL 62521**

Project: This project involves resurfacing the entire parking lot located at the Decatur Township Hall, including the parking area in the front and rear, as well as the side drive area of the building. A general description of the work involved is set forth below, with quantity estimates. Each bidder is responsible for his/her own measurements. The final product/deliverable is to be a re-paved asphalt parking lot and side drive area at the Decatur Township Hall, with any damaged areas repaired, and with proper markings and stripes.

<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>
MILLING: Remove 2" And Variable Of Existing Asphalt At All Areas Requiring Transition To An Adjacent Surface Or Structure, Profile Mill Existing Lot With Minimum 6' Wide Rotomiling Machine To Eliminate High Spots And Improve Overall Drainage Where Applicable, Clean And Haul Away All Spoil	<b>1.00 LS</b>
PRIME: Apply Liquid Asphalt Prime Coat To Milled Surface To Allow For Proper Adhesion Of New Asphalt Surface	<b>3,470.00 SY</b>
ASPHALT PAVING: Fill In Potholes And Level Low Lying Areas And Install 2" Compacted Hot Mix Asphalt Per IDOT Specifications Over Prepared Areas	<b>3,470.00 SY</b>
ASPHALT CURBING: Remove Existing Asphalt Curbing Along East And South Sides During Milling Operations, Re-install As Was Upon Completion Of Asphalt Paving	<b>275.00 LF</b>
PAVEMENT MARKINGS - Re-Stripe Parking Lot According To Current Layout	<b>1.00 LS</b>

**DECATUR TOWNSHIP  
PARKING LOT RESURFACING CONTRACT**

This Agreement made this \_\_\_\_\_ day of September, 2014, by and between Decatur Township (hereinafter "Township"), an Illinois municipal corporation, and \_\_\_\_\_ (hereinafter "Contractor") and hereby mutually agree by and between themselves as follows:

**Article I. Contractor Acknowledgments & Scope of Work**

**Section 1.01** – The Contractor accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

**Section 1.02** – The Contractor shall perform the work described in the Bid Documents, generally known as the parking lot resurfacing project, pursuant to the specifications attached hereto and sometimes referred to herein as "Work".

**Article II. Contractor Representations**

**Section 2.01** – Contractor represents that:

- (a) The Contractor has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the Addenda to same, receipt of which is hereby acknowledged.
- (b) The Contractor has obtained and carefully studied (or accepts the consequences of not doing so) all additions or has visited the Site 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) The Contractor is familiar with and is satisfied as to all federal state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- (d) The Contractor has carefully studied all available reports of explorations and tests of the surface and subsurface conditions at or contiguous to the Site and all drawings of the physical condition in or relating to existing surface or subsurface structures at or contiguous to the Site.
- (e) The Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the Work.
- (f) The Contractor is aware of the general nature of the work to be performed. In addition, the Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports, and drawings identified in the Bidding Documents and all other examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

- (g) The Contractor has given the Board written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Bidding Documents, and a written resolution by the Board is acceptable to the Contractor.
- (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 the Bid was submitted.
- (i) The Contractor will submit written evidence of its authority to do business in the State of Illinois not later than the date of its execution of the Agreement.
- (j) Contractor is prepared to comply with shall comply with all applicable laws. 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 current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department of Labor 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 website 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 requirements and notice and record keeping duties.

Likewise, bidders must be prepared to comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Township, Municipal and/or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules with which Contractor must comply: all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.

- (k) To the extent required by law, the Contractor agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act (“Act”). In the event that the Contractor is found to have not complied with the Act, then Contractor shall indemnify and hold Township harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys’ fees and penalties.

### **Article III. Guarantee & Indemnification**

**Section 3.01** – The Contractor further represents that:

- (a) The Contractor shall guarantee all workmanship and materials for a period of one (1) year from date of final completion and acceptance of the work. Neither the final payment nor termination of the guarantee period, nor any provisions in the contract or bid documents, shall relieve the Contractor of the responsibility for negligence, faulty materials or workmanship within the extent and period provided by law. Upon written notice, the Contractor shall remedy any defects and shall pay all expenses for damage to other work resulting from such defects.
- (b) To the fullest extent permitted by law, the Contractor shall waive any right of contribution against Township and Contractor shall indemnify and hold harmless the Township and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (including attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work and performance of this Contract. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Owner would otherwise have.

**Article IV. Contract Price, Payment & Bond Requirements**

**Section 4.01**

- (a) The Contractor will complete the Work in accordance with the Bid Form/Bid Documents for the following price: lump sum price of \_\_\_\_\_ (\$ \_\_\_\_\_) payable after the Work is completed and accepted by the Township.
- (b) All specified cash allowances are included in the price set forth above and has agreed to follow the required State of Illinois Prevailing Wage statutes.
- (c) The Contractor shall provide proof of Workman's Compensation and Public Liability insurance within ten (10) days after this Contract is executed. The documents must detail insurance limits. The minimum acceptable insurance company rating shall be A as rated by A.M. Best Co. Certificates of Insurance shall be mailed to the Decatur Township Board at 1620 S. Taylorville Road, Decatur, IL 62521. Decatur Township shall be listed as primary additionally insured on all policies.
- (d) The Contractor will be required to provide Performance and Payment bonds within ten (10) days after this Contract is executed. The Performance Bond shall be in an amount equal to 100% of the full amount of the contract sum as security for the faithful performance of the contract obligations, and the Payment Bond shall be in an amount equal to 100% of the full amount of the contract sum as security for the payment of all persons performing labor and furnishing materials in connection with the contract. Such bonds shall be on standard AIA Documents, issued by the American Institute of Architects, shall be issued by a surety satisfactory to the Township, and shall name the Township as a primary co-obligee. The cost of the bonds is to be included in the bid proposal. The Performance Bond and Payment Bond will become a part of the contract. If the Contractor does not supply the required bonds within ten (10) days after execution

of the Contract, such shall constitute a default and Township may cancel the Contract and may award the contract to the next responsible, responsive bidder or readvertise for bids. A charge against the defaulting Contractor may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

#### **Article V. Time of Completion / Change Orders / Assignment**

**Section 5.01** – Time is of the essence. Work shall commence as soon as practical after the award execution of the Contract and the proposed start dates. The Contractor agrees that the Work will be substantially complete on or before October 1, 2014. The Contractor’s proposed start date is \_\_\_\_\_, and the proposed completion date is \_\_\_\_\_. Failure to meet these proposed dates in a reasonable manner may result in the Township electing to terminate this Contract.

**Section 5.02** – Minor field changes that are in the best interest of the Township may be made by the Township Supervisor, with the understanding of both parties that no change in the contract price is involved. Where adjustment of contract price or completion date is made, a written change order must be submitted and accepted by the Decatur Township Board before any change is made.

**Section 5.03** – The Contractor shall not assign any part of the contract or award any work hereunder to any Subcontractor without prior approval from the Township. Nothing contained in the bid documents or contracts shall create any contractual relation between any Subcontractor and the Township. The Contractor shall not be relieved from any liability or obligation under this bid when work is assigned to others.

#### **Article VI. Defined Terms**

**Section 6.01** – The terms used in this Bid with initial capital letters have meanings stated below:

- (a) Bid – Complete proposal (submitted in competition with other bidders) to execute specified job(s) within prescribed time, and not exceeding a proposed amount (includes labor, equipment, and materials).
- (b) Contractor – Contractor, supplier, or vendor who responds to a call to bid.
- (c) Bidding Documents – Documents required to be submitted in response to a call to bid. These can include the prescribed bid form, drawings, specifications, time lines, charts, etc. Bids not accompanied by all the required documents are considered incomplete bids, and are automatically rejected.
- (d) Work – Entire scope of a project encompassing all people, equipment, material, and other goods and services required to fulfill the contractor’s obligations under a contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth hereinafter.

**DECATUR TOWNSHIP**

**CONTRACTOR**

By: \_\_\_\_\_  
Township Supervisor

\_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Township Clerk

Dated: \_\_\_\_\_