

Northfield Township Road District

SPECIFICATIONS & INSTRUCTIONS

Resurfacing Bid

1. BID FORM

1.1 Only the bid forms provided by the Northfield Township Highway Commissioner shall be used.

1.2 Bidder, when signing the bid, shall meet the following requirements:

1.2.1 All writing shall be with ink or typewriter, except the signature of the bidder shall be written in ink.

1.2.2 The full name, telephone number, and business address of each bidder must be entered on the bid submitted. The bid shall be signed in the space provided therefore by written signature of the person or persons properly authorized to sign it.

1.2.3 A bid submitted by an individual shall be signed by bidder or by an authorized agent.

1.2.4 Bids by partnerships must be executed in the partnership names and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

1.2.5 Bids by corporations must be executed in the corporate name by the president, vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Such corporation must be licensed to do business in the state of Illinois before a contract to do the work embraced in the bid can be signed. If a foreign corporation, the state under which it is incorporated must be named.

1.2.6 It is the responsibility of the bidder to submit a neat, accurate, and complete bid.

1.2.7 Bidder shall fill in unit prices and total amounts for each item as called for on the Bidders Unit Price Schedule.

2. QUALIFICATION OF BIDDER

2.1 The Northfield Township Highway Commissioner may require the winning bidder to demonstrate they can meet the qualifications for bituminous paving, earthwork, drainage and aggregate bases and surfaces established by the Highway Commissioner of Northfield Township.

2.2 To demonstrate qualifications to perform the work necessary to fulfill the contract, each bidder must be prepared to submit within five days of Northfield Township Highway Commissioner's request, written evidence, such as financial data, previous experience, present commitments, adequate insurance or other such data as may be called for to comply with the terms of this Bid Form and Specifications & Instructions.

2.3 The successful bidder shall provide all labor and equipment necessary to provide this service.

3. EXAMINATION OF DOCUMENTS AND CONDITIONS

3.1 It is the responsibility of each bidder before submitting a bid to: (a) examine the Bid Form and Specifications & Instructions thoroughly; (b) measure the roads and determine according to State specifications the amount of material and labor to be used for bid purposes; (c) consider federal, state and local laws and regulations that may affect cost, progress, and performance of furnishing the work; (d) study and carefully correlate bidder's observations with the Bid Form and Specifications & Instructions Documents; and (e) notify the Northfield Township Highway Commissioner of all conflicts, errors or discrepancies in the Bid Form and Specifications & Instructions Documents.

3.2 The submission of a bid will constitute an incontrovertible representation by bidder that bidder has complied with every requirement of this Article 3, that without exception, the bid is premised upon performing and furnishing the work required by the Bid Form and Specifications & Instructions Documents and such methods, techniques, sequences or procedures of construction as may be required by the Bid Form and Specifications & Instructions Document, and that the Bid Form and Specifications & Instructions Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

3.3 Before submitting a bid, each bidder will, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions (surface or subsurface) at or contiguous to the roadways or otherwise which may affect cost, progress, performance or furnishing of the work, and which bidder deems necessary to determine his bid for performing and furnishing the work in accordance with the time, price, and other terms and conditions of the Bid Form and Specifications & Instructions Document.

4. SUBMISSION OF BIDS

4.1 Bids shall be submitted no later than 11:00 A.M., Thursday, May 31, 2018 at the Northfield Township Road District, 1928 Lehigh Avenue, Glenview, Illinois and shall be sealed in an envelope, clearly marked **BID PROPOSAL: PAVING** and addressed to Tim Rueckert, Northfield Township Highway Commissioner. The envelope shall have the bidders name and address clearly marked. Any bids whether sent by mail, courier, or in person, received after the official bid closure time will be returned to the bidder unopened. It is the bidder's responsibility for timely delivery. Mailed bids that are delivered after the specified time will not be accepted despite post marked time on the envelope.

4.2 Bids received before the time of opening will be securely kept and unopened.

4.3 Bids must be submitted on the original forms provided by Northfield Township Road District, intact as issued. Facsimile machine transmitted bids will not be accepted, nor will the Northfield Township Road District transmit bid documents to prospective bidders by way of a facsimile machine.

5. MODIFICATION AND WITHDRAWAL OF BID

5.1 Bids may be modified or withdrawn by notice to the Northfield Township Highway Commissioner at the place designated for receipt of bids any time prior to opening of bids. Such notice shall be in writing and signed by the bidder.

5.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these instructions to bidders.

5.3 After the bid opening, no bid may be modified, withdrawn or canceled by bidder without consent of the Northfield Township Highway Commissioner.

5.4 Any modifications to the terms or conditions of the Bid Form and Specifications & Instructions Documents shall be shown in writing and attached to the Bid Form. However, such modifications may be cause for rejection of bid.

5.5 No allowance will be made for any change in anticipated profits, nor shall such changes be considered as waiving or invalidating any conditions or provisions of the contract.

6. TAXES

6.1 Northfield Township Road District is exempt by law from paying Federal, State and Village retailer's Occupation Tax, State Service Occupation and Use Tax and Federal Excise Tax. Exemption certificate number is filed with the District Director of the Internal Revenue Service of Chicago or Northfield Township Road District will supply the successful bidder with the Tax Exemption Certificate.

6.2 No taxes should be included in the bid. All taxes that are included in the bid must be separately identified.

7. BONDS

7.1 All bids shall be accompanied by a bid bond, certified check or cashier's check in the amount of **5%** of the original bid.

7.2 The successful bidder, within seven (7) days after the date of notice for official award of the contract and contract delivery, shall execute and deliver to the Northfield Township Highway Commissioner, a bond in the sum of one hundred percent (100%) of the estimated amount of the contract. This bond must be a Surety company bond, must be acceptable to the Northfield Township Highway Commissioner, and must be conditioned upon the faithful performance of the bidder's contract, solely in the best judgment of the Northfield Township Highway Commissioner.

8. OPENING OF BIDS

8.1 Unless otherwise noted in the bid notice, bids will be publicly opened and read aloud on Thursday, May 31, 2018 after 11:00 A.M. An abstract of the amounts of the base bids and major alternates (if any) will be made available to bidders a day after opening of bids.

9. ACCEPTANCE OF BID

9.1 The Northfield Township Highway Commissioner reserves the right to reject any and all bids, to waive any and all informalities not involving price, time or changes in the bid, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional bids.

9.2 In evaluating bids, the Northfield Township Highway Commissioner shall consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices, supplemental prices, and other data as may be requested in the Bid Form and Specifications & Instructions or prior to the notice of award.

9.3 The manufacturer of the proposed materials or equipment may be required to acknowledge by written confirmation that the minimum requirements of the specifications are included in the bidder's proposal before the award of the bid.

9.4 The Northfield Township Highway Commissioner may conduct such investigations as deemed necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the bidders. This investigation shall take no more than seven (7) days from the opening of the bid.

9.5 The Northfield Township Highway Commissioner shall have the right to accept alternates in any order or combination, unless specifically otherwise provided.

9.6 A bid which has not been prepared according to the instructions contained herein may be considered irregular and subject to rejection. Unbalanced bids which cannot be resolved by mathematical correction without resorting to information not contained in the bid are subject to rejection.

9.7 If the Contract is to be awarded, it will be awarded to the lowest responsible bidder.

9.8 The Northfield Township Highway Commissioner reserves the right to cancel the entire contract or any part thereof, if conditions over which the Northfield Township Highway Commissioner has no control, forces the cancellation of the bid.

9.9 If the Contract is awarded, the Northfield Township Highway Commissioner will give the Successful Bidder notification in writing within seven (7) days from the opening of the bid.

9.10 The successful bidder shall meet the requirements of the Northfield Township Highway Commissioner and the "Standard Specifications for Road and Bridge Construction" prepared by the Illinois Department of Transportation, of January 1, 2007, and all subsequent "Supplemental Specifications and Recurring Special Provisions" thereto.

9.11 The successful bidder shall not be liable for any delays in manufacturing, shipping, delivering of materials caused by acts of God or the public enemy, epidemics, fire, strikes, lockouts, freight embargos, differences with workmen, accidents, war, insurrection, etc., or any other reason over which the successful bidder has no control.

10. INDEMNITY

10.1 The successful bidder shall indemnify and save harmless the Northfield Township Road District, its officers and employees from any and all liability, losses or damages, including attorney's fees and costs of defense the Northfield Township Road District may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of the operations of successful bidder under this contract including operations of subcontractors; and the contractor shall, at his/her own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the Northfield Township Road District in any such action, the contractor shall, at his/her own expense, satisfy and discharge same. The successful bidder expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by successful bidder, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Northfield Township Road District as herein provided.

11. INSURANCE

11.1 The successful bidder, within seven (7) days from the date of notice of official award of the contract shall have delivered to the Northfield Township Highway Commissioner, a Certificate of Insurance naming Northfield Township Road District as additional insured. The bidders insurance policy shall provide the following coverage: (a) comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the work sites, such insurance to afford protection of not less than: \$1,000,000 per occurrence/\$2,000,000 annual aggregate limits for bodily injury and \$100,000 fire damage legal liability limit; (b) \$1,000,000 combined single limit automobile liability; and (c) workers compensation: Coverage B employers liability limits of \$500,000/\$500,000/\$500,000.

11.2 The successful bidder shall not materially change the insurance policy without prior notice to the Northfield Township Highway Commissioner and should the insurance policy be canceled before the expiration date thereof, the bidder shall provide written notification to the Northfield Township Highway Commissioner immediately.

12. CONTRACT

12.1 After the acceptance and award of the Bid by the Northfield Township Highway Commissioner, the **Bid Form and Specifications & Instructions will constitute the legal Contract** between Northfield Township Road District and the successful Bidder.

12.2 No amendment of a contract shall be valid unless made in writing and signed by the bidder and Northfield Township Highway Commissioner.

12.3 All notices required by the contract shall be given in writing.

12.4 The successful bidder shall not assign, change or in any other manner dispose of the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the Northfield Township Highway Commissioner. Such assignment shall not relieve the successful bidder from his/her obligations, or change the terms of the contract.

13. WAGE RATE REQUIREMENTS

13.1 No less than the prevailing rate of wages as found by Northfield Township Road District, or Department of Labor, or determined by the court on review shall be paid to all laborers, workmen and mechanics performing work under this contract. Bidder and all subcontractors engaged in any part of the project will be required to comply with the prevailing wage rate requirements and the cost of doing so must be included in the bid, as no extra payment on account of this provision of law will be allowed.

14. COMPLIANCE WITH ALL LAWS

14.1 All work under the contract must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

15. EQUAL EMPLOYMENT OPPORTUNITY

15.1 During the performance of the contract and/or supplying of materials, equipment, and supplies, bidder must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal opportunity requirements.

16. ROADWAY WORK - LIQUIDATED DAMAGES

16.1 Bidder agrees that the work on the roadways shall be completed by **November 1, 2018**. If the roadway work is not completed by this date, a penalty of \$250.00 per day will be assessed until completion. This amount shall be retained as liquidated damages and not as a penalty.

16.2 Bidder shall notify the Northfield Township Highway Commissioner not less than seven (7) days prior to starting construction on the bid project.

16.3 If the successful bidder fails or refuses to furnish any part or all of the materials of work called for in the Bid Form and Specifications & Instructions, the Township Highway Commissioner reserves the right to secure such materials or work in the open market and to charge the difference in cost to the successful bidder.

17. PAYMENT PROCEDURES

17.1 Northfield Township Road District shall pay the successful bidder every thirty (30) days, upon satisfactory delivery of services and lien waivers in accordance with conditions and prices stated in the bidder's bid pursuant to the provisions of the Bid Form and Specifications & Instructions Documents. The successful bidder agrees to replace/repair any or all bid items that

have been paid for under this contract and which have been rejected for failing to meet the Bid Form and Specifications & Instructions Document.

17.2 The successful bidder shall submit a request for payment upon completion of work. The request for payment will be processed by the Northfield Township Highway Commissioner in a manner to expedite payment to bidder. If the successful bidder fails or refuses to furnish any part or all of the work quoted, the Northfield Township Highway Commissioner reserves the right to withhold payment until the work is completed.

18. SIGNING OF AGREEMENT

18.1 When the Northfield Township Highway Commissioner gives a Notice of Award to the Successful Bidder, it will be accompanied by the appropriate number of signed copies of the Bid Form and Specifications & Instructions Document. As provided for in paragraph 12, this document shall constitute the legal contract.

18.2 Failure on the part of the successful bidder to execute the contract and provide acceptable bonds and insurance certification within seven (7) days after the date the contract and notice of award was mailed or otherwise delivered to him, will be just cause for the annulment of the award. If the Northfield Township Highway Commissioner fails to execute the contract within seven (7) days after bid opening, the successful bidder shall have the right to withdraw his/her proposal.

19. DEFAULT

19.1 The Northfield Township Highway Commissioner may terminate the whole or any part of this contract in any one of the following circumstances:

- (a) if the contractor fails to complete the work on the roadways by **November 1, 2018**; or
- (b) fails to make progress so as to endanger performance of the contract; or
- (c) fails to provide or maintain in full force and effect, the liability and indemnification coverage.

If the Northfield Township Road District terminates the contract, the Northfield Township Highway Commissioner may procure supplies or services similar to those so terminated, and the successful bidder shall be liable to the Northfield Township Road District for any excess costs for similar supplies and services, unless the successful bidder provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the successful bidder.

20. SPECIAL CONDITIONS

20.1 Wherever special conditions are written into the specifications or special provisions that are in conflict with conditions stated in these instructions to bidders, the conditions stated in the specifications or special provisions shall take precedence.

21. NON-DISCRIMINATION

21.1 The Northfield Township Road District does not discriminate in admission, treatment or employment in programs or activities in compliance with the Illinois Human Rights Act, The

Illinois Constitution, the U.S. Civil Rights Act, Section 504 of the Rehabilitation Act, as amended, and the U.S. Constitution.

22. DESCRIPTION OF WORK

22.1 All materials and workmanship must be in accordance with generally accepted methods and standards of the industry and be consistent to be of the highest quality. The successful bidder shall perform all duties in a timely and workmanlike manner as to cause minimal interference with normal activities and not interfere with normal traffic flow on the streets. The successful bidder's vehicles will not be left parked on any street in violation of the posted parking restrictions.

22.2 All work on this bid shall be done between 7a.m. and 7p.m. on weekdays. Work at any other time (no Holidays permitted) is prohibited except in an emergency and with permission of the Highway Commissioner. Changes without the permission may be grounds for termination of Contract.

22.3 All rubbish and other surplus materials shall be disposed of promptly. The successful bidder is responsible for disposing of all surplus materials created by the performance of this contract. No debris shall be discarded on the right-of-ways or other Township property. All materials shall be removed from the work site at the end of each workday by the successful bidder unless specific permission is granted to do otherwise by the Highway Commissioner or Foreman.

22.4 Prior to starting work, the successful bidder will provide the Highway Commissioner with a person who can be reached in event of an emergency. If that person cannot be reached in an emergency, the Highway Commissioner or Foreman will use Township Road District personnel to remedy the emergency and deduct costs incurred from the payments under the contract. A minimum deduction of \$250.00 will be made for each time the Township Road District has to provide an emergency service.

22.5 Bid for paving with **two and one-half (2½") inch bituminous concrete surface course Hot-Mix asphalt surface IL-9.5FG; N50**, in two one and one-quarter (1-1/4") inch lifts, including bituminous material (prime coat) aggregate, sand and sweeping. Include two and one-half (2½") inch bituminous surface removal (include milling and butt joints), complete in place including necessary remedial and preparatory work according to State of Illinois specifications for the following streets:

23. LOCATION OF WORK IS LISTED IN THE RESURFACING BID FORM