RETURN WITH BID

Illinois Department of Transportation

Local Public Agency Formal Contract Proposal

PROPOSAL SUBMITTED BY		
Contractor's Name		
Street		P.O. Box
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF DuPage

Lisle Township Highway Department (Highway Department)

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. 2017 Curbing & Sidewalks– Various locals roads

SECTION NO. N/A

TYPES OF FUNDS Local

☐ SPECIFICATIONS (required) ☐ PLANS (required)

For Municipal Projects

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

Department of Transportation

☐ Released for bid based on limited review

Regional Engineer

Date

For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

County DuPage

Local Public Agency Lisle Township Highway Department

Section Number N/A

Route Various Local Roads

NOTICE TO BIDDERS

Sealed proposals for the improvement described below will be received at the office of Lisle Township Highway Department

4719 Indiana Ave. Lisle IL 60532 (Address) until 10:00 (Time) on April 14, 2017 (Date)

Sealed proposals will be opened and read publicly at the office of Lisle Township Highway Dept

4719 Indiana Ave. Lisle, IL 60532 (Address) at 10:00am (Time) on April 14, 2017 (Date)

DESCRIPTION OF WORK

Name _____ Length: _____ feet (_____ miles)

Location Various Streets - See attached schedule

Proposed Improvement Replace Curbing & Sidwalks

1. Plans and proposal forms will be available in the office of Lisle Township Highway Department
   4719 Indiana Ave. Lisle, IL 60532 (Address)
2. ☐ Prequalification
   If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
   a. BLR 12200: Local Public Agency Formal Contract Proposal
   b. BLR 12200a Schedule of Prices
   c. BLR 12230: Proposal Bid Bond (if applicable)
   d. BLR 12326: Affidavit of Illinois Business Office

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

PROPOSAL

County DuPage

Local Public Agency Lisle Township Highway Department

Section Number N/A

Route Various Local Roads

1. Proposal of _____

for the improvement of the above section by the construction of _____

a total distance of _____ feet, of which a distance of _____ feet, (miles) are to be improved.

2. The plans for the proposed work are those prepared by _____
and approved by the Department of Transportation on _____

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within _____ working days or by _____ unless additional time is granted in accordance with the specifications.

6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds _____ be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

Lisle Township Highway Dept. Treasurer of _____

The amount of the check is 5% of Bid Amount (5%).

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____.

8. The successful bidder at the time of execution of the contract _____ be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.

9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.

12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

RETURN WITH BID

Illinois Department of Transportation

SCHEDULE OF PRICES

County DuPage
Local Public Agency Lisle Township Highway Dept.
Section Various Roads
Route

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
	CURBING				
1	Remove curb & gutter, saw cut	Linear Ft.	3,113		
2	Comp concrete curb & gutter M-4.12, 6 bag mix	Linear Ft.	3,113		
	CURB & GUTTER REMOVAL & REPLACEMENT - VARIOUS AREAS				
3	Remove curb & gutter, saw cut	Linear Ft.	1332		
4	Replace comp concrete curb & gutter M-4.12, 6 bag mix	Linear Ft.	1,332		
	SIDEWALK REMOVAL & REPLACEMENT - VARIOUS AREAS				
5	Per square foot & sawcut	Linear Ft.	1,575		
6	Detectable warning per square foot A.D.A.	Sq. Ft.	630		
	Bidders proposal for making entire improvements				
	Optional costs to be decided by LTHD				

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Local Public Agency Highway Department
Section Number N/A
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CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Deliquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

   A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

   A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

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Local Public Agency Lisle Township Highway Department

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Route Various Local Roads

SIGNATURES

(If an individual)

Signature of Bidder _____

Business Address _____

_____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

_____

Inset Names and Addressed of All Partners _____

_____

_____

_____

(If a corporation)

Corporate Name _____

Signed By _____
President

Business Address _____

_____

Insert Names of Officers

President _____

Secretary _____

Treasurer _____

Attest: _____
Secretary

LISLE TOWNSHIP HIGHWAY DEPARTMENT
2017 STREET REHABILITATION PROGRAM
SPECIAL PROVISIONS

PART 1A - LISLE TOWNSHIP HIGHWAY DEPARTMENT GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. **BID FORMS HAVE BEEN FURNISHED**: Bids shall be submitted on the forms provided (or on a form pre-approved by the Purchasing Manager), properly signed in the appropriate place, and submitted in a sealed envelope.

2. **LATE BIDS:** Bids will be opened precisely at the assigned time or as soon thereafter as practicable. Bids received after the assigned time will be rejected and returned unopened to the sender. Formal bids, amendments thereto, or requests for withdrawal of bids after the time specified for the bid opening will not be considered.

3. **WITHDRAWAL OF BIDS**: A written request for the withdrawal of a bid will be granted if the request is received by the Highway Department prior to the specified time of opening.

4. **SUBMISSION OF BIDS**: Cut out and tape label included in this bid package on the Special Instructions page. All bids are to be placed in a sealed envelope addressed to the Lisle Township Highway Department, 4719 Indiana Avenue, Lisle, Illinois 60532-1610.

5. **SIGNATURES**: All signatures shall be in handwriting, and no bid will be considered unless properly signed by the bidder or his or its legally authorized agent or representative, with addresses given in the correct spaces provided on the Bid Form and in accordance with the directions set forth opposite said spaces.

6. **ERRORS IN BIDS:** When an error is made in extending a unit price, the unit bid price will govern. If the Bidder does not write in a unit price, the extended price will be divided by the quantity to determine the unit price. Erasures, etc., must be initialed by the bidder prior to submission of the bid. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

7. **TIME FOR RECEIVING BIDS:** Bids received prior to the time of opening will be securely kept, unopened. No responsibility will attach to the Purchasing Manager or his representative for the premature opening of a bid not properly addressed or identified. The Purchasing Manager or his representative, whose duty it is to open the bids, will decide when the specified time for opening has arrived, and no bid received after that time will be considered.

8. **BIDDERS PRESENT**: At the time assigned for the opening of formal bids, the bids will be opened and read aloud. Bidders are encouraged to attend all openings.

12. **DISCLOSURE OF BENEFICIARIES:** The Bidder is required to complete this form and return it with the Bid Form.

13. **CERTIFICATIONS:** By signing this bid, Bidder is cognizant of the following statutory requirements and under penalty of perjury, certifies the following:

Anti-Collusion Affidavit of Compliance: That bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person to put in a sham bid or to refrain from bidding; and has not in any manner directly or indirectly sought by agreement or collusion or communication or conference with any person to fix the bid price element of said bid or that of any other bidder; or to secure any advantage against any other bidder or any person interested in the proposed contract.

Public Act 85-1295: That bidder is not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of P.A. 85-1295 (720ILCS 5).

Public Act 86-1039: That bidder is not barred from contracting with the Lisle Township Highway Department because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax, or the amount of the tax (65ILCS 5/11-42.1-1).

Public Act 86-1459: That bidder will provide a drug free workplace in accordance with the Illinois Drug Free Workplace Act (30ILCS 580/2).

Illinois Human Rights Act: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Illinois Human Rights Act, together with all rules and regulations promulgated and adopted pursuant thereto (775ILCS 5/1-101 et seq.).

Equal Employment Opportunities--Affirmative Action: That bidder is presently in compliance and agrees to comply with all applicable provisions of Equal Employment Opportunities--Affirmative Action (775ILCS 5/2-105 [A]).

Americans with Disabilities Act of 1990: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Americans with Disabilities Act of 1990 together with all rules and regulations promulgated and adopted pursuant thereto.

Employment of Illinois Workers on Public Works Act: Whenever there is a period of excessive unemployment in Illinois public works project or improvement for political subdivision shall employ only Illinois laborers (30 ILCS 570).

14. **BID DEPOSIT**: When a bid deposit (bid guarantee) is required as indicated in the Invitation to Bid, each bid must be accompanied by a bid bond signed by a surety company authorized to do business in the State of Illinois, or by a cashier's check, official bank check, or certified check (a personal or company check is not acceptable) in an amount equal to 5 percent (5%) of the total bid price or the specific amount indicated in the Invitation to Bid. Bids submitted without the required bid guarantee will not be read.

15. **RETURN OF CHECKS:** The bid deposit of all except the three (3) lowest responsive bidders on each contract will be returned within fifteen (15) days after the opening of bids. The remaining bid deposits of each contractor will be returned within fifteen (15) days after the Highway Department Board has awarded the contract and the required appurtenances to the contract have been received.

16. **PERFORMANCE AND PAYMENT BONDS:**

A. Performance Bond. When noted in the specifications, special provisions, or special

instructions, the Highway Department reserves the right to require the successful bidder to supply a performance bond within ten (10) calendar days of acceptance of the bidder's proposal by the Highway Department. The performance bond, unless otherwise specified by the Purchasing Manager, shall be 100 percent (100%) of the contract total price guaranteeing the faithful performance of the work in full compliance with the terms of the contract.

B. Payment Bond. When noted in the specifications, special provisions, or special instructions, the Highway Department reserves the right to require the successful bidder to supply a payment bond within ten (10) calendar days of acceptance of the bidder's proposal by the Highway Department. The payment bond, unless otherwise specified by the Purchasing Manager, shall be 100 percent (100%) of the contract total price for the payment of all persons, companies, or corporations who perform labor upon or furnish material to be used in the work under this contract. The Labor and Material Payment Bond shall state, "Now, therefore, the condition of the obligation is such that if Principal shall promptly pay for all laborers, workers, and mechanics engaged in the work under the Contract, and not less than the general prevailing rate of hourly wages of a similar character as determined by the Illinois Department of Labor pursuant to the Illinois Compiled Statues 820 ILCS 130/1 et. seq. and for all material used or reasonably required for use in the performance of the contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

17. **FAILURE TO FURNISH BOND**: In the event that the bidder fails to furnish the required bonds within ten (10) calendar days after acceptance of the bid by the Highway Department, then the bid deposit of the bidder shall be retained by the Highway Department as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said Highway Department will sustain due to the bidder's failure to furnish said bonds.

18. **ACCEPTANCE OF BIDS:** The Highway Department will accept in writing one of the bids, within thirty (30) days from the date of opening of bids, or the time specified within the specifications, unless the lowest responsible bidder extends the time of acceptance to the Highway Department.

19. **TAX EXEMPTION:** The Lisle Township Highway Department is exempt from Illinois Retailers Occupational Tax (Sec, IROETA); the Illinois use tax (Sec. 3, IUTA), and the federal excise tax as an exempt entity (Sec. 4222, IRC). The Highway Department's Tax Exemption Identification Number is E 9997-2905-07.

20. PREVAILING WAGE: The State of Illinois requires under Public Works contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act (820 ILCS 130) as amended. Public Act 095-0635 that took effect January 1, 2008. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. A copy of the prevailing wage rates is attached to this contract if applicable. If wage rates change during the course of the project, the new rates will be available in the Lisle Township Highway Department Office. Contractors may access the IDOL website for updates www.state.il.us/agency/idol.
It shall also be mandatory upon the contractor to whom the contract is awarded to insert into each subcontract and into the project specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract. It shall also be mandatory upon each subcontractor to cause to be inserted into each lower tiered subcontract and into the project specifications for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers workers, and mechanics performing work under the contract. A contractor or subcontractor who fails to comply is in violation of the Act.

Special Provision for Wages of Employees on Public Works. The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

21. **SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS**
House Bill 1855 amends the Prevailing wage Act (820 ILCS 130.01 *et seq*) by prohibiting the use of alcohol and controlled substances by workers employed by contractors and subcontractors while employed on any public works project. The provisions of the statute apply only to the extent the contractor or subcontractor has no collective bargaining agreement in effect dealing with substance abuse by its employees.

Before a contractor or subcontractor commences work on a public works project, it must have in place a written program for the prevention of substance abuse among its employees which meets or exceeds the program requirements in the Act.

22. **REGULATORY REQUIREMENTS**
The successful bidder must comply with all applicable laws, regulations, and rules promulgated by a Federal, State, County, Municipal, and/or other government unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

Evidence of specific regulatory compliance will be provided by bidder if required by the Highway Department.

23. **CHANGE ORDER AUTHORIZATIONS (Section 5/33E-9 of P.A. 85-1295 720ILCS):** By signing this bid, Bidder is cognizant of the following statutory requirements and under penalty of perjury, certifies the following:

All Change Orders which authorize a net increase or decrease in the cost of the contract by $10,000 or more, or in the time of completion by 30 days or more require a written determination supporting the change, executed first by the Contractor, then by the Highway Commissioner.

All Change Orders which authorize a net increase or decrease in the cost of the contract by less than $10,000 or in the time of completion by less than 30 days require a written determination supporting the change, executed first by the Contractor, then by the Highway Commissioner.

Requests for Change Orders must state that the circumstances said to necessitate the change were not reasonably foreseeable at the time the contract was signed and were not within the contemplation of the contract as signed.

24. **EQUAL EMPLOYMENT OPPORTUNITY**: In the event of the contractor's noncompliance with any provision of the Equal Employment Opportunity Act, the Americans With Disabilities Act (ADA), the Illinois Fair Employment Practices Act, or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be

declared nonresponsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

25. **AWARD OR REJECTION OF BIDS:** The contract will be awarded to the lowest responsible bidder or any other bidder determined by the Highway Department to be in the best interest of the Lisle Township Highway Department complying with all the provisions of the invitation, provided the bid price is reasonable and it is in the interest of the Highway Department to accept it. No proposal will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the Lisle Township Highway Department upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Lisle Township Highway Department, or had failed to perform faithfully any previous contract with the Lisle Township Highway Department. The Highway Department reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interests of the Highway Department.

A bidder may be required before the award of any contract to show to the complete satisfaction of the Highway Department that it has the necessary facilities, ability, and financial resources to complete the contract as specified herein in a satisfactory manner. The bidder may also be required to provide a past history and references in order to satisfy the Highway Department with regard to the bidder's qualifications. The Highway Department may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Highway Department all information for this purpose that may be requested. The Highway Department reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Highway Department that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described herein.

In determining responsibility, the following qualifications, in addition to price, will be considered by the Highway Department:

a. The ability, capacity, and skill of the bidder to perform the service required within the specified time.

b. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.

c. The quality of performance of previous contracts or services with the Highway Department or other clients.

d. The previous and existing compliance by the bidder with laws and ordinances relating to previous contracts with the highway Department, the bidder's employment practices, and compliance with ADA requirements.

e. The sufficiency of the financial resources and ability of the bidder to perform the contracts or provide the services.

f. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.

g. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

h. The number and scope of conditions attached to the bid.

i. Such other information as may be secured by the Highway Department having a bearing on the decision to make the award.

26. **ESTIMATED BID QUANTITIES:** For "Estimated Bid Quantities," acceptance will bind the Highway Department to pay for, at unit bid prices, only quantities ordered and delivered. The quantities appearing in the bid form are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted within the scope of the project.

27. **CONTRACTOR PAYMENTS**: The Contractor will be paid from funds allocated for financing the project. At the end of each calendar month, the Contractor shall submit to the Highway Department a sworn statement of the value of work completed to date, a breakdown of amounts remaining to be completed, and partial Waivers of Lien from himself and all Subcontractors and material suppliers, and a sworn statement that those vendors are a complete list of all vendors who are employed on this Contract to complete the required work. All Waivers of Lien will be on the long form. The Highway Department will accept a single waiver from the General Contractor for the first payment, with full waiver submittals, as described above, for all subsequent payouts.

For partial payments, all Contractors and Subcontractors shall furnish certification that the work for which payment is requested has been performed and is in place, and to the best of their knowledge, information, and belief the quality of such work is in accordance with the Contract Specifications.

For final payment, the Contractor shall provide certification that the work has been performed in a satisfactory manner and in conformance with all requirements as stipulated in the Contract documents. Final payment will be issued after the entire project has been inspected and all outstanding items have been accepted by the Highway Department and the Engineer.

The Contractor shall receive final payment within thirty (30) to forty-five (45) days after issuance of the final payment authorization by the Highway Commissioner and receipt by the Highway Department of all required contractor submissions in accordance with the Contractor documents including, without limitation to an application for payment, together with a Contractor's Sworn Statement in a form acceptable to the Highway Department, final Waivers of Lien from the Contractor, all Subcontractors and material suppliers in a form acceptable to the Highway Department, and such other supporting documentation as the Highway Department may reasonably require to assure proper completion of the work free and clear of third party claims.

Any amounts of money owed by the Contractor to suppliers for tools, materials, equipment, or labor used or expended in connection with the work may be withheld from payments due the Contractor until the Contractor supplies adequate proof of payment, including duly notarized final Waivers of Lien. All sworn statements and Lien Waivers shall include language insuring the Highway Department that the Contractor and Subcontractors have paid all wages due employees performing work in connection with the project in accordance with the "Prevailing Wage Act," and that all materials were taken from full-paid stock and delivered to the project in their own vehicles, or shall provide supporting Lien Waivers from material suppliers and transporters if such is not the case.

28. **GENERAL GUARANTY:** Contractor agrees to have LIsle Township Department, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract which the Contractor is not the patentee, assignee, licensee, or Highway Department.

Contractor agrees to protect the Lisle Township Highway Department against latent defective material or workmanship and to repair or replace any damages or marring occurring in transit or delivery.

Contractor agrees to pay for all permits, licenses, and fees; and give all notices and comply with all laws, ordinances, and rules of the Lisle Township Highway Department, DuPage County, and the State of Illinois.

29. **ASSIGNMENT:** Assignment of this contract or any part thereof, or any funds to be received thereunder by the contractor shall be subject to the approval of the Highway Department.

30. **SUBCONTRACTORS**: If awarded a Contract as the result of this bid, Contractor must submit to the Highway Department names of major subcontractors (approximately 5 percent or more of the Total Bid) used in the prosecution of the work. Contractor shall only submit subcontractors who are financially responsible and are qualified to perform the work or provide the materials required.

31. **DEFAULT**: The contract may be canceled or annulled by the Highway Department in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms. An award made to the next low Bidder or materials/ services specified may be procured on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the Lisle Township Highway Department for costs to the in excess of the defaulted contract prices provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Highway Department, shall constitute contract default.

32. **INSURANCE:** The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor's bid. Certificates of Insurance with additional insured endorsements shall be submitted and approved by the Highway Department prior to commencement of any work.

A. Minimum Scope of Insurance
Coverage shall be at least as broad as:

i. Insurance Services Office Commercial General liability Coverage ("occurrence" form CG0001 with the Highway Department named as additional insured, on a form at least as broad as ISO Additional Insured Endorsement CG 2010, CG 2026, or CG 2037.

ii. Insurance Services Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

iii. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

iv. Builder Risk Property Coverage with the Highway Department as loss payee.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than the following if required under above scope:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000.

2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of $1,000,000 per accident.

4. Excess / Umbrella Liability: $2,000,000 Each Occurrence and Aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Highway Department. At the option of the Highway Department, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Highway Department, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a Best Rating of no less than A-, VII.

E. Subcontractors

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

33. SAFETY/LOSS PREVENTION PROGRAM REQUIREMENTS

Successful bidder will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal.

Evidence of completed employee safety training can be provided.

34. QUESTIONS OF THE BIDDER DIRECTED TO THE Highway Department REGARDING SPECIFICATIONS: If the question pertains to information which is provided in the specifications or the bidder is requesting a clarification of a point which is answerable within the context of the specification, the Purchasing Manager or designee may refer the bidder to the location within the specification which provided the information which will readily answer the contractor's question.

If the question is a request to deviate from the terms and conditions of the specification or if the bidder needs clarification that is not apparent in the specification such as an interpretation of the drawings, specifications, or the bid documents, the bidder must make such an inquiry in writing to Ed Young, Highway Commissioner, Lisle Township, 4719 Indiana Avenue, Lisle, IL 60532-1610. Phone Number: 630.964.0057. The highway Commissioner will then respond in writing in the form of an addendum to the specifications to all those who received bid packages. Only inquiries received a minimum of five (5) working days prior to the date set for the opening of bids, will be given any consideration.

This provision is consistent with Public Act 85-1295 (720ILCS5/33E-5) that became law January 1, 1989.

35. **SPECIAL CONDITIONS:** Whenever special conditions are written into the Specifications, Special Provisions, or Special Instruction that are in conflict with conditions stated in these General Terms and Conditions and Instructions to Bidders, the conditions stated in the Specifications, Special Provisions, or Special Instructions shall take precedence.

36. **HOLD HARMLESS**

The Contractor agrees to indemnify and defend the Lisle Township Highway Department, its officers, agents and employees and each of them, against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise (or which may be alleged to have arisen) out of or in connection with the work covered by this Agreement. The foregoing indemnity (together with Contractor's obligation to defend) shall apply unless it shall be found by a court of competent jurisdiction that such injury, death or damage shall have been caused solely by the negligence of the Highway Department, its officers and employees, or any of them. The Highway Department shall be entitled to withhold from any payment otherwise due pursuant to this Agreement such amount or amounts as may be reasonably necessary to protect it against liability from any personal injury, death or property damage resulting from the performance of the work hereunder.

37. **MISCELLANEOUS:**

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve the bidder from any obligation with respect to his bid.

PART 1B - GENERAL CONDITIONS

Contractor Requirements

The Contractor shall be prequalified to perform work code 003 with the Illinois Department of Transportation. If a Bidder without a prequalification code of 003 is the low bidder, prior to the award he/she must provide the information for the firm that will be the paving subcontractor (this subcontractor must have the 003 prequalification code), and must also furnish verification that he/she will be self performing at least 51% of the work. **Release of the bid documents does not imply that the bidder will be awarded the bid if this and other prequalification stipulations are not met.**

Post Award Requirements

Within ten (10) days after receiving the contract for signatures, the Contract must furnish:

Executed Owner-Contractor Agreement and Associated Bonds
Certificate of Insurance
Statement Noting Major Material Suppliers

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION FOR INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

Lisle Township Road District

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

LISLE Township Highway department
2017 Street Rehabilitation Program

SPECIAL INSTRUCTIONS

1. Highway Department Contact Person: For questions and clarifications, please telephone John Quinn at (630)964-0057.

2. Return With Bid: See Table of Contents and Notice to Bidders Form

3. This is a Prevailing Wage Contract. Effective August 10, 2005, Public Act 94-0515 amended the Prevailing Wage Act by requiring that each Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wags required; and (iii) the contractor or subcontractor is aware that filing a certified payroll that her or she knows to be false is a Class B misdemeanor.

4. Performance and Labor and Material Bonds are required by this contract.

5. Scope of Work Review Meeting. The Highway Department will require the apparent low bidder to attend a scope of work review meeting. The meeting shall take place at the Lisle Township Highway Department, 4719 Indiana Avenue, Lisle, Illinois, not more than ten (10) days after the bid opening at a time agreeable to both parties. Failure on the part of the lowest bidder to attend shall constitute forfeiture, and the Highway Department may declare the bidder nonresponsive and eliminate the bidder from consideration. The meeting shall be recorded in a format acceptable to the Highway Department. Alternately, the Highway Department may hold the scope of work review meeting telephonically if agreeable to both parties.

Sealed Envelopes should be marked as follows

Lisle Township Highway Department 4719 Indiana Ave. Lisle, IL 60532 (insert Name of Bid)	2017 Street Rehabilitation Program Curbing & Sidewalk
April 14 2017 (Bid opening date)	10:00 a.m. (Bid Opening Time)

Illinois Department of Transportation

Local Agency Proposal Bid Bond

Route: Various Local Roads
County: DuPage
Local Agency: Lisle township Highway Department
Section: N/A

RETURN WITH BID

PAPER BID BOND

WE _____ as PRINCIPAL,

and _____ as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____

Principal

_____ (Company Name)

By: _____ (Signature and Title)

_____ (Company Name)

By: _____ (Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

_____ (Name of Surety)

By: _____ (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF _____

I, _____, a Notary Public in and for said county,
do hereby certify that _____
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____

My commission expires _____

_____ (Notary Public)

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

_____ (Company/Bidder Name)

_____ (Signature and Title)

_____ Date

BLR 12230 (Rev. 7/05

RETURN WITH BID

Illinois Department of Transportation

Affidavit of Illinois Business Office

County DuPage County
Local Public Agency Lisle Township highway Department
Section Number N/A
Route Various Local Roads

State of _____)
) ss.
County of _____)

I, _____ (Name of Affiant) of _____ (City of Affiant), _____ (State of Affiant),

being first duly sworn upon oath, states as follows:

1. That I am the _____ (officer or position) of _____ (bidder).
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, _____ (bidder), will maintain a business office in the State of Illinois which will be located in _____ County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

_____
(Signature)

_____
(Print Name of Affiant)

This instrument was acknowledged before me on day of _____, _____.

(SEAL)

_____
(Signature of Notary Public)

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. seq. entitled "Drug Free Workplace Act", the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the grantee's or contractor's policy of maintaining drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance program; and

(4) the penalties that may be imposed upon employees for drug violations.

(c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION (continued)

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.

(f) Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

Failure to abide by this certification shall subject the contractor to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

_____
Contractor

ATTEST:

_____

DATE: _____