

Groveland Township Road District, Tazewell County, Illinois
Legal Notice - Invitation for Bid

The Groveland Township Road District, Tazewell County, Illinois, will accept sealed bids for **spray patch oil/asphalt repair throughout the Road District to occur between April 15, 2018, and November 30, 2018, on an as-needed basis. All bids are to be broken down by availability and cost per hour.** The Bidder/Contractor shall furnish all labor, materials, and equipment necessary to accomplish the project.

Bid packets may be obtained from the **Groveland Township Office** at the Groveland Township Hall, 173 Washington Street, Groveland, Illinois, 61535 beginning on **Wednesday, Jan. 17, 2018.**

Bids will be received by **Groveland Township** at the Groveland Township Hall, 173 Washington Street, Groveland, Illinois 61535, during the hours of **9:00 am – 3:00 pm**, Monday through Friday, until **Feb. 16th, 2018**, at 3:00pm. All bids will be publicly opened during the Township Board of Trustees meeting at the Township Hall at 6:00pm **Tuesday, February 20, 2018.**

Prices quoted must be valid for a minimum of 60 days from the date of bid opening.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act. All Contracts for the Construction of Public Works are subject to the Prevailing Wage Act. 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).

The Public Construction Bond Act (30 ILCS 550/) shall apply where applicable.

The Groveland Township Road District reserves the right to reject any or all bids and/or to waive any irregularities or disregard any informality in the bids and bidding when, in its opinion, the best interest of the Road District will be served by such action.

General questions regarding this Legal Notice shall be directed to **Jim McCool** at **309-387-6812**. All detailed questions concerning a bid specification are to be forwarded in writing no less than five (5) business days prior to the scheduled bid opening date.

REQUEST FOR PROPOSAL

The Groveland Township Road District, Tazewell County, Illinois, will accept sealed bids for **spray patch oil/asphalt repair throughout the Road District to occur between April 15, 2018, and November 30, 2018, on an as-needed basis. All bids are to be broken down by availability and cost per hour.** The Bidder/Contractor shall furnish all labor, materials, and equipment necessary to accomplish the project.

Bids will be received by **Groveland Township** at the Groveland Township Hall, 173 Washington Street, Groveland, Illinois 61535, during the hours of **9:00 am – 3:00 pm**, Monday through Friday, until February 16, 2018, at 3:00pm. All bids will be publicly opened during the Township Board of Trustees meeting at the Township Hall at 6:00pm February 20, 2018. No bid will be opened which has been received after 3:00pm on February 16, 2018.

Prices quoted must be valid for a minimum of 60 days from the date of bid opening.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act. All Contracts for the Construction of Public Works are subject to the Prevailing Wage Act. 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).

The Public Construction Bond Act (30 ILCS 550/) shall apply where applicable.

The Groveland Township Road District reserves the right to reject any and all bids or to waive any technicalities or discrepancies in the bids. The Road District does not discriminate in admission, access to, treatment, or employment in its programs and activities.

All questions concerning this Request for Proposal shall be forwarded in writing to **Groveland Township** via fax to **(309)387-6463** or email to **admin@grovelandtownship.com** no less than five (5) business days prior to the scheduled bid opening.

Bidder/Contractors may withdraw or cancel their bid, in written form, at any time prior to the advertised bid opening time.

STANDARD CONDITIONS

Bids arriving after the above deadline will not be accepted. Mailed bids which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope.

Bids shall be submitted in sealed envelopes carrying the following information: Bidder/Contractor's name, address, subject matter, "Spray Patch Bid," and date/time of the bid opening.

"Road District" shall be defined in this contract to include the Groveland Township Road District and Groveland Township, unless otherwise noted.

The Road District reserves the right to reject any or all bids and/or to waive any irregularities or disregard any informality in the bids and bidding when, in its opinion, the best interest of the Road District will be served by such action.

The Road District reserves the right to cancel or terminate in whole or any part of this contract, upon written notice to the Bidder/Contractor, in the event of default by the Bidder/Contractor. "Default" is defined as the failure of the Bidder/Contractor to perform any of the provisions of this contract. In the event of default and/or termination, the Road District may procure, upon terms the Road District deems appropriate, similar equipment. The Bidder/Contractor shall be liable for any related excess costs.

The successful Bidder/Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.

Applicable Laws

Bidder/Contractors shall at all times observe and conform to all laws, ordinances, and regulations of Federal, State, and local governments, which may in any manner affect the preparation of bids or the performance of the contract.

Any contract entered into between the Bidder/Contractor and the Road District shall be governed by the laws of the State of Illinois.

Bidder/Contractors shall take notice the Road District is required to comply with the Freedom of Information Act. Therefore, all contractors/Bidder/Contractors in possession of records or submitting bids are covered by this Act and therefore will be required to assist the Road District in complying with same.

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 Illinois 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 web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Bonds and Insurance

Consistent with the Illinois Public Construction Bond Act (30 ILCS 550/), the successful Bidder/Contractor will be required to furnish a performance bond and payment bond (labor and material bond) when required by said Act. The cost of the bonds shall be borne by the Bidder/Contractor.

The successful Bidder/Contractor shall obtain, at its own expense, all necessary insurance with regard to its fiduciary responsibility to the Road District. For the purposes of this section, "necessary insurance" shall include, but not be limited to:

Statutory Worker's Compensation

Comprehensive General Liability

Combined Single Limit \$1,000,000.00

Property Damage \$1,000,000.00

Automobile Public Liability and Property Damage

Combined Single Limit \$1,000,000.00

Property Damage \$1,000,000.00

The Comprehensive General Liability insurance shall include independent contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.

Certificates of insurance acceptable to the Road District indicating insurance required by the Contract is in force shall be filed with the Road District at the Highway Commissioner's request. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Road District.

Indemnification/Hold Harmless

In any event, the Bidder/Contractor shall indemnify and hold harmless Groveland Township, the Groveland Township Road District, its officials, officers, directors, employees, attorneys, heirs and

assigns from any and all actions, claims, demands or suits at law or equity for damages, costs, loss or other injury as a result of this contract.

Neither the Township nor Road District assume any liability for acts or omissions of Bidder/Contractor and such liability rests solely with the Bidder/Contractor.

SPECIFIC CONDITIONS

The following information shall be included in the Bidder/Contractor's submission:

- * The hours of operation during which material will be provided.
- * The hours and locations of availability for equipment and materials, including but not limited to loaders and rock staging.
- * The hours of availability and contact information for the authorized agent of Bidder/Contractor for the duration of the contract.
- * Proposed plan for traffic control, including compliance with the Manual of Uniform Traffic Control Devices where applicable.

Work shall be scheduled at the sole discretion of the Groveland Township Road District Highway Commissioner on an as-needed basis. The total quantity of materials needed is also in the sole discretion of the Highway Commissioner. Bidder/Contractor acknowledges the Road District has sole discretion to advise of necessary hourly use of spray patch, including a determination that no work is required.

Payment shall be paid per hour of on the job activity as accounted for by the Road District as supported by necessary and required documentation. It is incumbent upon Bidder/Contractor to account for all other costs (including, but not limited to materials, equipment, cleaning, traffic control, etc.,) as part of its proposed hourly rate. Any citations, fines, or other penalties issued by any law enforcement body shall be the responsibility of Bidder/Contractor.

Prior to applying any requested spray patch, Contractor shall cover all manholes, inlets, and valve boxes. Contract shall also clear all dirt, debris, and deleterious material from existing pavement prior to applying the requested spray patch.

Materials (unless alternate approved by Highway Commissioner):

- * Bituminous material seal coat shall be HFE-90 or CRS-2
- * Seal coat aggregate shall be CA-16 (washed white rock)

Spray patch shall consist of a mixture of emulsified asphalt and aggregate, properly proportioned of at least 35-45 gallons of oil per ton of aggregate and applied on an existing surface course, according to these specifications, and as directed by the Highway Commissioner.

Equipment and Delivery

None of the below delivery or equipment use shall be paid for separately, but shall be included as part of the proposed hourly rate of the Bidder/Contractors.

Bidder/Contractor shall be responsible for staging and loading of aggregate.

The equipment needed in the performance of the work shall be provided by the Bidder/Contractor, and shall be maintained in satisfactory working condition at all times. Should the Highway Commissioner in his sole opinion determine that the equipment is not appropriate, he has the authority to halt the work.

Any spray patch mixing and application machine used under the agreement shall be a "continuous flow unit" capable of accurately delivering a predetermined proportion of aggregate and asphalt emulsion and to discharge the thoroughly mixed product on a continuous basis. The machine shall be capable of a thoroughly mixed product on a continuous basis. The machine shall be capable of thoroughly blending all the ingredients together. It shall consist of two nozzles as to ensure complete coating of the aggregate with oil. The machine shall be a self-contained unit with a truck mount hopper feed for the aggregate, as to eliminate the liabilities associated with hoist or dump style unloading. The hopper unit shall also incorporate a pressure or forced feed to facilitate even dispersion of the aggregate.

All spray patch applied shall be rolled with a steel-wheeled roller to the satisfaction of the Road District. No additional work shall be offered unless/until the Highway Commissioner approves of the prior application of material.

After application of the proposed spray patch, all materials used to cover manholes, inlets and valve boxes shall be removed and disposed of off the site by the Contract.

That which is not expressly mentioned in these specifications but involved in carrying out their intent are still required by these specifications, and the Bidder/Contractor shall perform the same as though they were specifically mentioned, described, and delineated.

Bidder/Contractor acknowledges that the Road District reserves the right to test all material, and that the requirements of the latest version of the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation shall govern this agreement insofar as they apply and do not conflict with this contract.

Minor deviations from or exceptions to these specifications will be considered, but will only be approved at the discretion of the Road District if, in its sole opinion, they do not adversely affect the intent behind this request for proposal.

SIGNATURE

The undersigned certifies that he/she is authorized to submit this bid on behalf of the Bidder/Contractor listed, and that all terms and conditions of this contract are being met.

As noted above, the undersigned acknowledges Bidder/Contractor hereby agrees to protect, defend, indemnify, and hold harmless the Township and Road District against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein or otherwise related thereto.

The undersigned further certifies that the Bidder/Contractor:

- 1) Is not barred by law from submitting a bid to the Road District for the project contemplated herein because of a conviction for prior violations of 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating);
- 2) Is not delinquent in payment of any taxes to the Illinois Department of Revenue or other state or federal agency;
- 3) Provides a drug free workplace pursuant to 30 ILCS 580/1, et seq.;
- 4) Certifies it has a substance-abuse program and provides drug testing in accordance with 820 ILCS 265/1, and has filed a copy of said program with the Road District; and
- 5) Is in compliance with the Illinois Human Rights Act 775 ILCS 5/1-101, et seq., including establishment and maintenance of sexual harassment policies and programs.
- 6) Has not been convicted of bribery or attempting to bribe an office or employee of the State of Illinois, Tazewell County, or Groveland Township, nor has the Bidder/Contractor made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the entity committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

Company Name

Authorized Signature

Company Federal Tax ID

Company Address

Company Telephone/Fax

Date