



**Village of Coal City
2016 Sidewalk Replacement
Bid Package
August 1, 2016**

Table of Contents

Section

- A. Notice to Bidders
- B. Bid
- C. Instructions to Bidders
- D. Specifications
- E. Special Conditions
- F. Statement of Bidder's Qualifications
- G. References
- H. Bid Certification
- I. Contract

Section A Notice to Bidders

August 1, 2016

Ms. Wendy Huston
Coal City Courant
273 S. Broadway
Coal City, IL 60416

e-mail
courant@fpnusa.com

Dear Wendy:

Please publish the following legal notice on August 3, 2016:

NOTICE TO BIDDERS VILLAGE OF COAL CITY

The Village of Coal City will receive bids for:

2016 Sidewalk Replacement

Sealed bids will be received by Pamela Noffsinger, Village Clerk, Village of Coal City, 515 S. Broadway, Coal City, IL 60416 until **10:00 A.M., Monday, August 22, 2016**, prevailing time, and publicly opened in the Board Room of the Coal City Village Hall at that time.

A complete bid package, of which this legal notice is a part, is on file for inspection and may be downloaded from the Village's website www.coalcity-il.com or picked up at the Coal City Village Hall, 515 S Broadway, Coal City, IL 60416, between the hours of 8 A.M. and 5 P.M. Monday through Friday. There is no charge for the package. Bidders are advised this contract will be subject to the Illinois Prevailing Wage Act and the Village of Coal City Resolution defining "Responsible Bidder."

No bid shall be withdrawn after opening of bids without the consent of the Village of Coal City for a period of ninety (90) days after the scheduled time of opening bids.

The Village of Coal City reserves the right to reject any or all bids and to waive any informality in bidding and to accept the bid deemed most advantageous to it.

Pamela M. Noffsinger
Village Clerk

Section B Bid

2016 Sidewalk Replacement

1. COST OF WORK:

The undersigned, acting for and on behalf of contractor and having familiarized himself with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the entire bid package, hereby affirms and agrees to enter into a contract with the Village of Coal City, Coal City, IL 60416

To provide all supervision, labor, material, equipment and all other expense items to completely perform the work covered by the specifications in this Bid Package, including completely assembling all items in an operable condition and delivering said items to the Village of Coal City.

2016 Sidewalk Replacement

2016 Sidewalk Replacement description as contained in Section D

\$ _____ per square foot _____

Time of Completion _____

Delivery in _____ calendar days after placement of order

2. **COSTS:**

The undersigned contractor hereby affirms and states the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, warranties, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All bids shall be held valid for a period of ninety (90) days after the bid due date.

3. **TIME OF COMPLETION:**

To be filled in as part of bid submitted.

4. **INSTRUCTIONS TO BIDDERS:**

The undersigned vendor/contractor shall comply with all Sections of this Bid Package which are incorporated herein by reference.

Firm Name: _____

Address: _____

City, State, ZIP: _____

Signature: _____

Name Printed: _____

Title: _____

Telephone: _____ Date: _____

If a Corporation:

ATTEST:

Secretary

Section C Instructions to Bidders

1. **RECEIPT OF BID:** Monday, the 22nd day of August 2016; 10:00 A.M.
2. **BASIS OF BID:** Sealed bids will be received until the above noted time and date.
3. **BID DESCRIPTION:** 2016 Sidewalk Replacement
4. **PREPARATION AND SUBMISSION OF BIDS:**
 - A. The bid must be delivered to the office of the Village Clerk, Village of Coal City, 515 S. Broadway, Coal City, IL 60416 on or before **Monday, at 10:00 A.M., prevailing time, August 22, 2016**, at which time it will be publicly opened and read in the Board Room of the Coal City Village Hall. Bids received after this time will not be considered and will be returned unopened.
 - B. Each bid shall be submitted on the exact form furnished. All blank spaces for bid prices, unit costs and alternates must be filled in. In case of any discrepancy in the amount bid, the Village may determine the most reasonable translation of what has been provided.
 - C. Each bidder must complete, execute and submit with its bid a certification that contractor is not barred from public contracting due to bid-rigging or bid rotating convictions on the form included with the bidding documents.
 - D. **Each bidder must submit a complete bid package, including the following items:**
 1. Bid
 2. References
 3. Statement of Bidder's Qualifications
 4. Bid Certification
 5. Contract (Signed)
 6. Village Contractors' Registration
 - E. The bid shall be submitted in an opaque sealed envelope on or before the time stated and shall bear the name of the individual, firm, or corporation submitting the Bid and the Bid Name - **"2016 Sidewalk Replacement"**.
 - F. Bidders may attach separate sheets to the bid for the purpose of explanation, exception, alternate bid and to cover unit prices, if needed.

- G. Bidders may withdraw their bid either personally or by written request at any time before the hour set for the bid opening, and may resubmit it. No bid may be withdrawn or modified after the bid opening except where the award of contract has been delayed for a period of more than ninety (90) days.
- H. In submitting this bid, the bidder further declares that the only person or party interested in the proposal as principals are those named herein; and that the bid is made without collusion with any other person, firm or corporation.
- I. The bidder further declares that he has carefully examined this entire Bid Package, and he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of this work and understands that in making the bid he waives all rights to plead a misunderstanding regarding same.
- J. The bidder further understands and agrees that if his bid is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means to do all of the work and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the owner (Village), in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
- K. The bidder further agrees that if the Village decides to extend or shorten the work, or otherwise alter it by extras or deductions, including elimination of one or more of the items, as provided in the specifications, he will perform the work as altered, increased or decreased.
- L. The bidder further agrees that the Village representative may at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the bid or contract as a specific item covered by a lump sum price, and which are not included under the bid price for other items in the Contract, shall be performed as extra work.
- M. The bidder shall submit a fully executed Contract and Contractor's Certification for the supply of the **2016 Sidewalk Replacement** Project as a part of his bid.
- N. The bidder further agrees to complete all work not later than the Time of Completion stated in his Bid after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specified within the bid, it being understood and agreed that the completion within the time limit is an essential part of the contract.

- O. By submitting a bid, the bidder understands and agrees that, if his bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

5. **SUBSTITUTIONS:**

The Village stipulates its bids with the best information possible, utilizing the latest technology, processes and/or products. If the bidder believes different materials may be used, please provide additional pricing and detail. The Village will utilize its specifications in order to determine the lowest responsible bidder.

6. **CONDITIONS:**

- A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This bid cannot include any amounts of money for these taxes.
- B. To be valid, the bids shall be itemized so that selection for purchase may be made, there being included in the price of each unit the cost of delivery.
- C. The Village shall reserve the right to add or to deduct from the base bid and/or alternate bid any item at the prices indicated in itemization of the bid.
- D. All bids shall be good for ninety (90) days from the date of the bid opening.

7. **BASIS OF AWARD:**

The Village of Coal City reserves the right to reject any or all bids and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the Village of Coal City. In addition to price, the Village will consider:

- A. Ability, capacity and skill to fulfill the contract as specified.
- B. Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
- C. Character, integrity, reputation, judgment, experience and efficiency.
- D. Quality of performance on previous contracts.
- E. Previous and existing compliance with laws and ordinances relating to the contract.
- F. Sufficiency of financial resources.

- G. Quality, availability and adaptability of the commodities, services or construction, in relation to the Village's requirements.
- H. Ability to provide future maintenance and service under the contract.
- I. Number and scope of conditions attached to the bid/proposal.
- J. Record of payments for taxes, licenses or other monies due the Village.

8. **GUARANTEE:**

The Contractor will also forward copies of all applicable manufacturer's warranties for all equipment/commodities supplied by the Contractor as a part of the Contract.

9. **PAYMENT:**

The Village of Coal City authorizes the payment of invoices on the second and fourth Wednesday of the month. For consideration on one of these dates, payment request must be received no later than fourteen (14) days prior to the second or fourth Wednesday of the month.

11. **INDEMNIFICATION:**

The Contractor shall protect, indemnify, save, defend and hold forever harmless the Village and/or its officers, officials, employees, volunteers and agents from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including without limitation court costs, insurance deductibles and attorney's fees and expenses, which the Village and/or its officers, officials, employees, volunteers and agents may incur, suffer or sustain, or for which the Village and/or its officers, officials, employees, volunteers and agents may become obligated by reason for any accident, injury to or death of persons or loss of or damage to property, or civil and/or constitutional infringement of rights (specifically including violations of the Federal Civil Right Statutes), arising indirectly or directly in connection with or under, or as a result of, this or any Agreement by virtue of any act or omission of any of the Contractor's officers, employees, subcontractors, and/or agents, provided that the Contractor shall not be liable for claims, obligations, damages, penalties, causes of action, costs and expenses arising solely by any act or omission of the Village's officers, officials, employees, volunteers and/or agents.

The contractor shall hold the Village harmless for any and all claims for labor, material, apparatus, equipment, fixtures or machinery furnished to the contractor for the purpose of performing the work under the contract; and the payment of all direct and indirect damages to any person, firm, company or corporation suffered or

sustained on account of the performance of such work during the time the contract is in force.

12. **SAFETY:**

The contractor and any subcontractors shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970 (84 Stat. 1590), as amended.

13. **NON-DISCRIMINATING:**

The Contractor, in signing his Bid on the whole or on any portion of the work, shall conform to the following requirements:

Bids signed by an individual other than the individual represented in the Bid documents shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.

Section D Specifications

Project Summary:

The contractor shall be responsible for the establishment of new sections of sidewalk throughout the Village. It is the Village's intent to handle approximately \$20,000 worth of sidewalk renewal.

Village employees will remove the portions of sidewalk to be replaced by the awarded contractor. If there are areas where fill must be established to bring an area up to grade prior to the base for the walk, the Village will provide and establish the necessary grade. Expansion joints must be included every 20 feet of sidewalk.

All other standards for the construction of sidewalk must abide by the Village Code 155.057 (F)(6)(b) and is included below –

Sidewalks shall be located 12 inches from the street right-of-way lines and shall be constructed in accordance with the following:

1. All sidewalks shall be constructed of Portland Cement Concrete (Class-X, 6.4 bags/c.y.) with a 28 day compressive strength of 3,500 pounds. Minimum slump, three inches, maximum slump 6". All concrete shall be air entrained. Other admixtures shall be approved by the Village Engineer.
2. Residential districts: minimum width—four feet. Minimum thickness—four inches, over a compacted 3" granular base.
3. Commercial districts: minimum width—five feet. Minimum thickness—five inches, over a compacted 3" granular base.
4. In residential areas and commercial areas, at locations where sidewalks are constructed through a driveway, the sidewalk thickness shall be increased to 6" and a welded wire mesh shall be placed in the concrete placement.

Section E General Conditions

1. F.O.B.:

All goods are to be shipped prepaid, F.O.B. Destination.

Shipments sent C.O.D. without Village's written consent will not be accepted and will, at Vendor's risk and expense, be returned to Vendor. Unauthorized shipments are subject to rejection and return at Vendor's expense.

2. Material Safety Data Sheets (MSDS):

Vendor shall furnish MSDS sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-To-Know" law.

3. County Prevailing Wage:

Vendor must comply with the Grundy County Prevailing Wage and the Village of Coal City Ordinance #14-17 An Ordinance Adopting Prevailing Wage Rates to be Paid to Laborer, Mechanics and Other Workers Performing Construction of Public Works in the Village of Coal City, Grundy/Will County, Illinois.

4. Responsible Bidder Ordinance:

Contractor must comply with the requirements set forth in the Village of Coal City "Responsible Bidder Resolution #00-01," adopted February 14, 2000.

5. Liens, Claims, and Encumbrances:

Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

6. Inspections:

The Village reserves the right to visit and inspect the premises and operation of the Vendor.

Section F Statement of Bidder's Qualifications

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he or she desires.

1. Name of Bidder: _____
2. Permanent main office address: _____
3. When organized: _____
4. If a corporation, where incorporated: _____
5. How many years have you been engaged in the contracting business under your present firm or trade name: _____
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion) _____

7. General character of work performed by your company: _____

8. Have you ever defaulted on a contract? _____
9. List, on an attached sheet, the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. Include a contact person and phone # for each.
10. List your major equipment ***available for this contract.*** _____

11. Experience in work similar in importance to this project: _____

12. Background and experience of the principal members of your organization, including the officers. _____

13. Credit available: _____

- 14. Bank reference: _____
- 15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Village of Coal City: _____
- 16. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Village of Coal City in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED at _____, Illinois this ____ day of _____, 2016

 By: _____
Title

STATE OF ILLINOIS)
) SS.
 COUNTY OF)

_____ being duly sworn deposes and says that he is the
 _____ of _____ and that the answers to the foregoing
 questions and all statements therein contained are true and correct.

SUBSCRIBED and sworn to before me this ____ day of _____, 2016

Notary Public

Section G References

Bidder shall supply the following information listing at least four customers for which the bidder has supplied a similar type of commodities, service, or construction.

1. Company Name: _____

Address: _____

Phone #: _____

Contact: _____

2. Company Name: _____

Address: _____

Phone #: _____

Contact: _____

3. Company Name: _____

Address: _____

Phone #: _____

Contact: _____

4. Company Name: _____

Address: _____

Phone #: _____

Contact: _____

Section H Bid Certification

The undersigned, being first duly sworn an oath, deposes and states that he has the authority to make this certification on behalf of the bidder for the construction, product, commodity, or service briefly described as follows:

“2016 Sidewalk Replacement”

- (A) The undersigned certifies that, pursuant to Chapter 720, Section 5/33E of the Illinois Compiled Statutes, 1993, the bidder is not barred from bidding on this contract as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.
- (B) The undersigned states under oath that, pursuant to Chapter 65, Section 5/11-42.1-1 of the Illinois Compiled Statutes, 1993, the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
- (C) The undersigned certifies that, pursuant to Chapter 775, Section 5/2-105. of the Illinois Compiled Statutes, 1993, the bidder has a written sexual harassment policy in place including the following information:
1. An acknowledgment of the illegality of sexual harassment.
 2. The definition of sexual harassment under State law.
 3. A description of sexual harassment, utilizing examples.
 4. The contractor's internal complaint process including penalties.
 5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
 6. Directions on how to contact the Department or the Commission.

This business firm is: (check one)

Corporation Partnership Individual

Firm Name: _____

Address: _____

City, State, ZIP: _____

Signature: _____

Name Printed: _____

Title: _____

Telephone: _____ Date: _____

ATTEST:

-SEAL-

SUBSCRIBED AND SWORN TO
before me this _____ day
of _____, 20__.

Notary Public

Section I Contract

(To Be Signed and Submitted as a part of Bid Package)

2016 Sidewalk Replacement

1. THIS AGREEMENT, made and concluded this ____ day of _____, 2016, between the Village of Coal City, a municipal corporation, acting by and through its President and Board of Trustees, known as VILLAGE, and _____ his executors, administrators, successors or assigns, known as CONTRACTOR.
2. WITNESSETH: That for and in consideration of the payments and agreements mentioned in the Bid hereto attached, to be made and performed by the VILLAGE, and according to the terms expressed in the Bond (if applicable) referring to these presents, the CONTRACTOR agrees, at their own proper cost and expense, to do all work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this Contract.
3. And it is also understood and agreed that the entire Bid Package hereto attached, approved by the VILLAGE this ____ day of _____, 2016, are all essential documents of this contract and are a part hereof.
4. IN WITNESS WHEREOF, the said parties have executed these presents on the above mentioned date.

ATTEST:

VILLAGE OF COAL CITY

Village Clerk

By _____

Village President

ATTEST:

Corporate Name

Secretary

By _____

Contractor

Partners doing Business under
the firm name of

(If a Co-Partnership)

Party of the Second Part

(If an Individual)

Party of the Second Part

CONTRACTOR'S CERTIFICATIONS

(CONTRACT EXECUTION)

_____, having executed a contract for _____ with the VILLAGE, hereby certifies that said contractor is not barred from executing said contract as a result of a violation of either Section 5/33E-3 or 5/33E-4 of Chapter 720 of the Illinois Compiled Statutes.

(DRUG-FREE WORKPLACE)

Contractor deposes, states and certifies it will provide a drug free workplace by complying with Section 3 of the Illinois Drug Free Workplace Act, being 30 ILCS 580/3.

Attest/Witness:

Contractor

By: _____

By: _____
Name of Contractor's Executing
Officer

Title: _____

Title: _____
Title of Contractor's Executing
Officer

Subscribed and Sworn to
before me this _____ day
of _____, 20____.

Notary Public

My Commission Expires: _____

-SEAL-