

VILLAGE OF MT. ZION ILLINOIS

REQUEST FOR BIDS FOR

GOODWIN PARK WALKING PATH PROJECT 2022

ADVERTISEMENT FOR BIDS

Separate sealed proposals for the **Village of Mt. Zion Goodwin Park Walking Path Project 2022** will be received at the Village of Mt. Zion, 1400 Mt. Zion Parkway, Mt. Zion, IL 62549 until **10:00 o'clock (A.M.) on the 5th day of October, 2022**, and then at said office such proposals will be publicly opened and read aloud.

A bid packet and instructions can be obtained at Village Hall or at <https://www.mtzion.com/public-notices-and-press-releases>

The Village of Mt. Zion reserves the right to reject any and all proposals and waive any informalities in this RFP process.

VILLAGE OF MT. ZION
Julie Miller
Village Administrator

INSTRUCTIONS TO FOR BIDS

For: **VILLAGE OF MT. ZION GOODWIN PARK WALKING PATH PROJECT 2022**

Owner: VILLAGE OF MT. ZION

1. SPECIFICATIONS

1.1 The Village of Mt. Zion desires a walking path in Goodwin Park. The specifications for the project may be obtained on request from the Village of Mt. Zion.

2. PROPOSALS

2.1 Sealed proposals will be received in accordance with the official advertisement for proposals.

2.2 Proposals must be made on the accompanying blank forms. Proposals shall be sealed in an envelope bearing only the printed endorsement "Proposals for Mt Zion Walk Path Project 2022". In the case of proposals to be sent by mail, said envelope shall be placed in an outer, or mailing, envelope and endorsed "This envelope contains a sealed proposal to be read during the Mt. Zion Walk Path Proposal Opening".

2.3 No proposal will be considered unless the party offering it references evidence satisfactory to the Village Administrator that he/she has the necessary ability and resources to fulfill the conditions of the Contract. All proposals must include materials and delivery costs.

3. EXECUTION OF DOCUMENTS

In signing its proposal on the whole or on any portion of the work, shall conform to the following requirements:

Proposals, which are not signed by the individuals making them, should have attached thereto a power of attorney evidencing authority to sign the proposal in the name of the person for whom it is signed.

Proposals which are signed for a partnership should be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the proposal a power of attorney, executed by the partners, evidencing authority to sign the proposal.

Proposals which are signed for a corporation, should have the correct corporate name thereof and the signature of the President or other authorized officer of the

corporation manually written below the corporate name following the word By _____.”

The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., to whom the Owner contemplates awarding the contract) by some officer or agent of the Owner duly authorized to give such notice.

4. BASIS OF AWARD

Proposals must be submitted on the enclosed Form. The Contract will be awarded to the entity whose bid is the lowest responsive and responsible bid.

6. RIGHT TO REJECT PROPOSALS

The Village of Mt. Zion reserves the right to reject any and all proposals or to waive any informalities in the selection process.

VILLAGE OF MT. ZION
Julie Miller
Village Administrator

CONTRACTOR'S PROPOSAL

To: VILLAGE OF MT. ZION

For Completion of:

Date: _____ day of _____, 202__.

Proposal of : _____
(Name)

(Address)

The undersigned, having familiarized itself (or themselves) with the local conditions affecting the cost of work and with the Contract Documents, including the Advertisement for Proposals, Contractor's Proposal, and the work requested by the Village of Mt. Zion, hereby proposes to perform everything required to be performed. The Lump Sum Proposal includes delivery and product cost.

- a) The lump sum bid is good for 90 days of opening proposals.
- b) The proposed total price is \$ _____

Company Name: _____

Company Representation: _____

Date: _____ Telephone: _____

Mailing Address: _____

Email: _____

Company Signature: _____

FORM OF AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2022, by and between

hereinafter called “Contractor”, and Village of Mt. Zion, County of Macon, State of Illinois, hereinafter called “Owner”, that the Contractor and Owner for the consideration stated herein, agrees as follows:

ARTICLE I - SCOPE OF WORK: Contractor shall contract the Walking Path as set forth in the specifications and Instruction to Bidders and to train the staff as described above.

ARTICLE II – CONTRACT PRICE: The Owner shall pay the Contractor the Contract price in one lump sum payment following the completion of the project. The Contract Price is: _____ (\$_____).

ARTICLE III – COMPONENT PARTS OF THE CONTRACT: The Contract Documents consist of the component parts, all of which are fully a part of this Contract as if therein set out verbatim or, if not attached, as if attached hereto:

1. This Agreement.
2. Instruction to Bidders
3. Contractor’s Proposal.
4. Contract Terms and Conditions
5. Project Specifications

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in three (3) original counterparts the day and year first set forth above.

(SEAL)

Contractor

ATTEST

By _____

Title

(SEAL)

VILLAGE OF MT. ZION
Owner

ATTEST

By _____

CONTRACT TERMS AND CONDITIONS

1. Site Conditions. The Contractor certifies by way of signature on the bid documents that the site of work has been examined to the satisfaction of the bidder and consequently is aware of all site conditions, job conditions, facilities and local rules, ordinances, and laws.
2. Contractor shall employ only skilled personnel experienced in the type of work that is assigned to them and the work that is being performed on behalf of the contractor for the owner.
3. Contractor shall supervise and direct the work using their best skill and attention to this project.
4. Contractor shall be solely responsible for all means, methods, techniques, sequences, and procedures for performing work under this project.
5. Safety. Contractor shall insure that all of its employees shall adhere to local, state and national safety rules and regulations.
6. Contractor assumes and has all responsibility and liability for the safety of its employees and the safety of any subcontractors.
7. Applications for Payment. In light of the size of this project, the contractor may submit an itemized application for payment when the project is substantially complete. The owner shall retain 10% of the contract price until the owner has signed off accepting the project.
8. Permits and Compliance with Laws. The Contractor shall be responsible for complying with all applicable local, state or federal laws, regulations, or ordinances relative to completing this project. Contractor is solely responsible for any fines related to actions by Contractor's employees or subcontractors.
9. Indemnification. Notwithstanding any of the insurance provisions hereof and to the maximum extent permitted by law, Contractor agrees to indemnify, defend, and hold owner harmless of any and all claims, suits, causes of action, liabilities, damages, judgments or expenses, including but not limited to reasonable attorney's fees and litigation costs for any claim that may arise upon this project.
10. Assignment of Contract. The Contractor may not assign or sublet this contract or any part thereof without owner's consent.
11. Insurance. During the construction of this project and while any employees of the Contractor or subcontractor remain onsite, Contractor shall maintain the following types and amounts of insurance and shall furnish with the owner its certificate of insurance listing the owner as an additional insured.

- a. Worker’s Compensation Insurance (including Employer’s Liability – Coverage B) for all of the Contractor’s employees employed in connection with the contract, work order and/or purchase order. This insurance shall include borrowed servant or alternate employer endorsement stating that an action brought against the Owner by an employee of the Contractor under the theory of “Borrowed Servant” or Alternative Employer” will be treated as a claim against the Contractor. Any subrogation rights and indemnification rights and any and all liens related to Worker’s Compensation payment shall be waived as to any claim or suit by anyone against the Owner, Engineer, and/or City of Decatur, and the Contractor shall obtain Worker’s Compensation Insurance that specifically provides for said waiver, unless specifically prohibited by applicable Law. Employer’s Liability – Coverage B shall have limits of at least \$1,000,000 for any one occurrence of bodily injury (including, but not limited to, death). In the event any of the work shall be on, located at, or otherwise related to railroads, the Contractor shall maintain FELA coverage having limits of at least \$5,000,000 for any one occurrence.
- b. Comprehensive Commercial General Liability Insurance which is primary as to the Owner for bodily injury (including, but not limited to, death) and/or property damage, as follows:

\$2,000,000	General Aggregate Limit (other than products-completed operations)
\$2,000,000	Products – Completed Operations Aggregate Limit
\$1,000,000	Personal Injury and Advertising Injury Limit
\$1,000,000	Per Occurrence Limit
\$ 300,000	Fire Limit
\$ 5,000	Medical Expense Limit

The Owner shall be an additional insured for all claims connected with or arising out of work covered by this contract regardless of the negligence or other fault of the Owner. Coverage shall be by separate endorsement making the Owner additional insureds with coverage conforming to the preceding sentence. In addition, there shall be a contractual liability endorsement and/or coverage insuring the obligations of the Contractor under this contract and any and all contracts in effect.

- c. Automobile Liability Insurance (caused by an owned, non-owned, or rented vehicle) which is primary as to the Owner for bodily injury (including, by not limited to, death) and/or property damage, with a single limit of \$1,000,000 for any one occurrence.

12. Illinois Prevailing Wage Act. All contracts and work on this project are subject to the Illinois Prevailing Wage Act (820 ILCS 130 et. seq). The Contractor and subcontractor, if any, are required to keep accurate records and comply with the Illinois Prevailing Wage Act.

PROJECT SPECIFICATIONS

Location:

Goodwin Park Walking Path (location map attached)

Scope:

- Remove 2” and variable of existing asphalt at all areas requiring transition to adjacent surface or structure.
- Furnish and install crack control fabric.
- Clean and haul away all spoils to Mt. Zion Public Works Complex (1400 Public Works Lane)
- Prime – Apply liquid asphalt prime coat to existing asphalt surface to allow for proper adhesion of new asphalt.
- Install 2” compacted hot mix asphalt over prepared areas



12-17-04-210-005

Private Driveway

12-17-04-234-002

12-17-04-234-005

12-17-04-234-011

1,105

12-17-04-234-024

1,002

12-17-04-234-025

12-17-04-234-026

Private Driveway

1,020

12-17-04-234-013

12-17-04-234-016

12-17-04-234-019

1,045 1,033 1,031 1,027 1,025

SPITLER PA

1,010

12-17-04-234-014

1,025

12-17-04-234-017

12-17-04-234-020

N STATE ROUTE 121

FLORIAN AV

12-17-04-234-015

1,015

12-17-04-234-018

12-17-04-234-021

12-17-04-234-023

1,015

SPITL

NORTHCT

12-17-04-277-001

110

N STA