

**Brent Porfilio, P.E.**

*Homer Township Highway Commissioner*

*14500 W. 151st St. Homer Glen, IL 60491-6739, Phone: 708-301-0246*

INVITATION TO BID  
FOR THE APPLICATION OF  
**2024 Roadway Program**  
FOR THE HOMER TOWNSHIP  
HIGHWAY DEPARTMENT

All Bids Must be Delivered in a Sealed Envelope to:

The Homer Township Highway Department  
14500 West 151<sup>st</sup> Street  
Homer Glen, IL 60491

OR VIA EMAIL TO:

[bids@homerhighway.com](mailto:bids@homerhighway.com) "HTHD 2024 Paving Program" must be in the subject line. Request for email bid packet can be done by going to our website [homerhighway.com](http://homerhighway.com) under the bids tab. Upon submittal to email, attach all forms accordingly **ONLY. DO NOT** put bids in the body of the email. **Attach only.** Bid deadline is Wednesday, **March 26<sup>th</sup>** at 9:30 AM. Bid packets may also be picked up at The Homer Township Road District building located at 14500 W. 151<sup>st</sup> Street Homer Glen, IL. 60491. All bids must be signed accordingly or may not be accepted.

Packets dropped off at the Highway Department must be marked: "HTHD 2023 Roadway Program"

All Bids Must be Delivered By:

Tuesday, March 26, 2024 at 9:30 AM CDT

Bids received after that time and date will be rejected.

Bids Will be Opened:

Tuesday, March 26, 2024 at 10:00 AM CDT at

The Homer Township Road District Building  
At 14500 West 151<sup>st</sup> Street  
Homer Glen, IL 60491

## **PROVISIONS FOR BIDS**

All bidders must submit 1 original copy.

Bids must be signed and dated with the name printed below the signature by an authorized officer or employee of the bidder.

**Bidders must submit a W9 with their bid. The W9 form can be located on our website under the bids tab.**

**Bidders must submit a certificate of insurance and name Homer Township Highway Dept as insured with their bid.**

Sealed Bid Proposals shall be marked "HTHD 2024 Roadway Program" and be accompanied by a Proposal Guarantee (in the form of a Bidder's Bond, Cashier's Check, Certified Check or Bank Draft) in the amount equal to at least five (5%) of the amount of the proposal as a guarantee that if the proposal is accepted, the Bidder will execute the Contract and file acceptable Performance and Payment Bonds within ten (10 days) of the awarded contract. Electronic bidders must scan and upload proof of a Proposal Guarantee to [bids@homerhighway.com](mailto:bids@homerhighway.com) along with all other required documents.

The Township reserves the right to reject any and all bids and bidders and waive all technicalities. All proposals shall be valid for a period of sixty (60 days).

Bids must comply with the Homer Township Road District's Prevailing Wage Ordinance # HTHD-060914 and the Illinois Public Act 96-0437:

## **Notice Requirement under the Prevailing Wage Act**

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 "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at:

<http://www.state.il.us/agency/idol/rates/rates.htm>.

All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties.

All bidders must submit a certificate of insurance that must name Homer Township as an additionally insured.

The Road District will award the project to the lowest responsible bidder. The Road District reserves the right to accept or reject any bid that in its' opinion, best serves the Township's interest. Any bidder may be required to furnish evidence satisfactory to The Homer Township Highway Department that the bidder and their proposed subcontractors have sufficient means, expertise, experience and the financial ability to successfully complete the project required by The Homer Township Highway Department.

# PROPOSAL

## BIDDER INFORMATION:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Phone: \_\_\_\_\_

Submit pricing for the application per the Below list and amounts and by filling in the items and Total Bid below.  
Work consists of resurfacing with hot-mix asphalt binder and surface courses, concrete sidewalk replacement, and all necessary and collateral work to construct the improvements.

The following streets are to be milled and resurfaced.

- 136th Avenue - 0.25 miles
- 138th Street (off Smith Road) - 0.23 miles
- 140th Street (off Smith Road) - 0.15 miles
- 147th Place - 0.47 miles

PAY ITEM CODE	CODED PAY ITEM	UNIT	QUANTITY	UNIT PRICE (\$)	TOTALS (\$)
35800200	AGGREGATE BASE REPAIR	TON	100		
40602978	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	TON	1,657		
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	994		
40800025	BITUMINOUS MATERIALS (PRIME COAT)	POUND	26,630		
40800029	BITUMINOUS MATERIALS (TACK COAT)	POUND	2,663		
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	11,835		
48100500	AGGREGATE SHOULDERS, TYPE A 6"	SQ YD	1,932		
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	2,443		
Z0004510	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	2,443		
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1		
				<b>TOTAL BID (\$)</b>	

Notes:

1. HMA Mix Design (See IDOT Spec 406 for Mix D, Class I, Type 2), and Prime Coat (See IDOT Section 406).
2. All HMA depths are assumed to be 4" for milling and overlay. Binder course depth to be 2.5" and surface course to be 1.5" thick.
3. All HMA work shall be performed with temperatures of 45 degrees F and rising and ribboned off with lathe for 24 hours during curing then opened to traffic.
4. Application Rates: Prime Coat - 0.25 lbs/sf, Tack Coat – 0.025 lbs/sf, HMA - 112 lb/sy/in.
5. Traffic control shall follow typical IDOT Local Roads Standards for lane closures and flaggers.
6. All streets shall be crowned with a 1.5% cross slope.
7. Pavement cores indicate existing pavement sections ranging from the following depths as per the AGI Geotechnical Report:
  - 136th Avenue – 5.5"-7.5" over 4"-9" stone
  - 138th Street (off Smith Road) – 3.25"-4.75" over 12"-13" stone
  - 140th Street (off Smith Road) – 4.75"-6.5" over 8"-9" stone
  - 147th Place – 6.5"-14.5" over 0"-8.5" stone

Signature of Bidder: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

=====

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_

Brent Porfilio, PE

Homer Township Highway Commissioner

Attest: \_\_\_\_\_ Date: \_\_\_\_\_

Vicky Bozen

Road District Clerk

# Contract Proposal

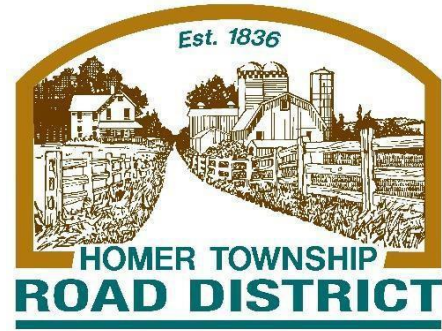
## Homer Township Highway Department

14500 W. 151<sup>st</sup> Street

Homer Glen, IL 60491

PH: 708-301-0246

davem@homertownship.com



**THIS FORM MUST BE FULLY COMPLETED AND RETURNED WITH ALL PROPOSALS, QUOTES OR CONTRACTS.**

Service requested: \_\_\_\_\_

Work/Delivery site: \_\_\_\_\_

Description of work or service to be performed and/or attached Scope of Work to be quoted:

(attach any bid, estimate, or proposal documents in addition to the description provided)

ANY CHANGE ORDERS ARE SUBJECT TO RE-APPROVAL, RE-BIDDING, AND/OR OTHER APPLICABLE REQUIREMENTS PURSUANT TO LAW.

Organizations doing business with Homer Township Road District, a publicly funded entity, must meet the following requirements as applicable and provide verification of same. If your proposal is approved by Homer Township Road District these requirements and verification must be provided **before** service can begin:

- Certificate of Liability Insurance & Endorsements indicating Workers' Compensation for employees and listing Homer Township Road District as additional insured (see pg. 2 for details)
- Secure permits in the locality for which the work is being performed; if required
- Pay Prevailing Wage and provide monthly certified payroll as required by the Illinois Prevailing Wage Act (see pg. 2 for details)
- Completed W-9
- Copy of License (Business, State, Will County, Professional, Village, Other)
- Attach completed Bid Form as required.

### **VENDOR/CONTRACTOR INFORMATION**

Vendor/Contractor Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Years in Operation: \_\_\_\_\_ Are subcontractors being used for this project \_\_\_\_? If so, please list:

\_\_\_\_\_

**Certificate of Liability Insurance-** contractors and vendors that do business with Homer Township Road District or upon Homer Township Road District property must furnish this type of Certificate of Insurance to the township prior to providing a contract or service. On the certificate, in the section labeled ***“Description of Operation”*** it must read as follows- ***Homer Township additional insured, “Certificate Holder” must read as follows- Homer Township Road District, 14500 W. 151<sup>st</sup> Street, Homer Glen, IL 60491. A copy of the endorsement page may be required.***

***Homer Township Road District must be named as additional insured with the following minimum limits.***

*Homer Township reserves the right to increase coverage limits at their discretion.*

***Minimum Insurance Recommendations-***

<u>Type of Coverage:</u>	<u>Limits:</u>
Comprehensive General Liability	
Bodily Injury/Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability	
Bodily Injury/Property Damage	\$1,000,000 Combined Single Limit
Workers Compensation	A. Statutory B. \$500,000 each accident

Warranty information and manuals must be provided once the project is complete and prior to final payment being issued by Homer Township Road District.

Consult (30 ILCS 550/) Public Construction Bond Act for requirements on projects over \$50,000.00.

**Prevailing Wage-** 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 Department 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.

I, as the authorized Vendor/Contractor, do hereby certify to the best of my knowledge and belief, the submitted information is true, correct and complete. I certify that the filing of this proposal has been duly approved by the company I represent. I acknowledge that I have read and agree to comply with all requirements and understand that my proposal could be denied or rejected if compliance has not been met. I further agree to provide Homer Township Road District with a certified payroll by the 10<sup>th</sup> of the month immediately preceding the public works project (as required per Act) and understand that payment will not be issued until received.

## **Additional Terms & Conditions**

The Road District shall pay Vendor/Contractor up to the agreed-upon, accepted amount in exchange for the Work described herein. Payment shall be rendered after the Road District's receipt of invoices following Vendor/Contractor's provision of services. The Road District's payment shall be contingent on any agreed-upon approval processes and the Road District having sufficient budget appropriation and said invoice or bill otherwise receiving approval according to law. Any and all change orders shall be subject to re-approval, re-bidding, or other applicable requirements pursuant to law.

The Agreement shall commence upon the Effective Date (if so defined or else upon the last date on which the Vendor/Contractor or the Highway Commissioner executes this Agreement) and shall expire on the last day of the Road District's Fiscal Year (March 31<sup>st</sup>), unless a renewal or other terms are agreed upon in writing. The Agreement shall earlier terminate upon (i) Vendor/Contractor's failure to provide Services; (ii) Vendor/Contractor's violation or breach of any of the other terms and conditions of this Agreement, and continuation of such violation or breach for a period of ten (10) days after notice thereof, is given by Road District to Vendor/Contractor (provided that if the nature of the breach is such that it cannot be cured within said ten (10) day period, Vendor/Contractor shall be deemed to have cured same upon completion of the corrective action if within said ten (10) day period if it commences and diligently pursues such cure and thereafter completes same within such time as is reasonable under the circumstances); (iii) by the Road District upon thirty (30) days prior written notice to Vendor/Contractor; or (iv) Vendor/Contractor's bankruptcy, insolvency, assignment for the benefit of creditors, or other condition or circumstance that in the Road District's discretion places Vendor/Contractor's ability to deliver the Services during the term of this Agreement in doubt.

The waiver by Road District of any breach or default under any provisions of this Agreement shall not be deemed to constitute a waiver of such provision for any subsequent breach or default of the same or any other provision.

Vendor/Contractor agrees and acknowledges that the Vendor/Contractor, employees, and agents are, and shall remain, independent contractors throughout the term of this Agreement and are not employees or agents of the Road District. Vendor/Contractor agrees that it or its employees are not and will not become employees, agents, or officers of the Road District while this Agreement is in effect. Vendor/Contractor agrees that nothing in this Agreement shall be construed as creating any employment relationship between the Vendor/Contractor and the Road District, and thus, by operation of this Agreement, Vendor/Contractor does not acquire any rights as to Vendor/Contractor under the provisions of the Illinois Human Rights Act, the Illinois Workers' Compensation Act or any similar federal, state, or local statute or ordinance covering employees. Vendor/Contractor agrees it is not entitled to the rights or benefits afforded to the Road District's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Vendor/Contractor further agrees that by operation of this Agreement, it has not become covered by the Road District insurance coverage and is responsible for all costs which Vendor/Contractor may incur in connection with any and all injuries suffered by Vendor/Contractor, employees or agents in performance of this Agreement. Vendor/Contractor is responsible for providing, at his own expense, disability, unemployment, and other insurance, workers' compensation, training, permits, and licenses, if any, for his employees or agents.

This Agreement shall be governed by, and its provisions construed, under Illinois law. If any provision, clause, word or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provisions, clause, word or designation contained herein.

Vendor/Contractor signature: \_\_\_\_\_ Date: \_\_\_\_\_

Homer Township Highway Commissioner \_\_\_\_\_ Date: \_\_\_\_\_