

**Decatur Township Bid Form/Bid Documents**

**1620 S. Taylorville Road  
Decatur, Macon County, IL 62521**

Date: **November \_\_, 2024**

Job Name: **2025 Greenwood Cemetery Drainage and Rebuild Project**

Job Location: **606 South Church St. – Decatur, IL**

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**NOTE THAT THIS BID FORM AND BID DOCUMENTS MUST BE EXECUTED BY THE BIDDER, MUST BE COMPLETED IN ITS ENTIRETY AND RETURNED TO THE TOWNSHIP AS PART OF THE BID RESPONSE. ALL ITEMS REFERENCED IN ARTICLE VII, SECTION 7.01, MUST ALSO BE ATTACHED AND PART OF THE BID RESPONSE.**

**Article I. Bid Recipient**

**Section 1.01** – This Bid is submitted to:

Decatur Township Board of Trustees  
1620 S. Taylorville Road  
Decatur, IL 62521

**Section 1.02** – The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Decatur Township, Macon County, Illinois 62521 (“Township”) in the form attached, that incorporates all of the terms herein to perform all Work as specified or indicated herein for the prices and with the times set forth.

**Section 1.03** – This Bid is to provide road resurfacing and repairs to the Greenwood Cemetery roads pursuant to the Project Specifications provided as an addendum.

**Article II. Scope of Work**

**Section 2.01** – The Scope of Work shall be as follows and subject to the following parameters:

- (a) Drainage and rebuild drainage swales within the Greenwood Cemetery, approximately 10,548 square feet.
  - (i) Remove and haul away all existing materials within existing drainage swales. Reshape drainage swales as needed. Place and compact CA6 road mix rock within drainage swales, place asphalt on top of said CA6, and compact and then oil and chip the same to seal, as needed.
- (b) Culvert removal and replacement.
  - (i) Removal and replacement of one (1) to two (2) culverts within Greenwood Cemetery.

**Article III. Bidder Acknowledgments and Representations**

**Section 3.01** – The Bidder accepts all of the terms and conditions of the instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that the Bidder may agree to in writing upon request of the Decatur Township Board.

**Section 3.02** – The Bidder acknowledges and understands that the Bid shall be awarded to the lowest responsible and responsive bidder. However, the Bidder acknowledges that the Decatur Township Board reserves the right, in its sole discretion, to waive irregularities, omissions, or reject any and all bids.

**Section 3.03** – In submitting this Bid, Bidder represents that:

- (a) The Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents and the following Addenda receipt of which is hereby acknowledged:

Addendum

- Bid Call
- Contract Form

- (b) The Contractor has obtained and carefully studied (or accepts the consequences of not doing so) all additions or has visited the Site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work.
- (c) The Bidder is familiar with and is satisfied as to all Federal, State and Local Laws and Regulations that may affect cost, progress, and performance of the Work.
- (d) The Bidder has carefully measured and evaluated the areas subject to Work and has had an opportunity to personally inspect the areas of work covered by this project.
- (e) The Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of the Bid for performance of the Work at the price(s) Bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- (f) The Bidder is aware of the general nature of the work to be performed.
- (g) The Bidder has given the Board written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder has discovered in the Bidding Documents, and a written resolution by the Board is acceptable to the Bidder.
- (h) The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- (i) The Bidder will submit written evidence of its authority to do business in the State of Illinois not later than the date of its execution of the Agreement.
- (j) Bidder is prepared to comply with all applicable laws. 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 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 website 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.

Likewise, bidders must be prepared to comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Township, Municipal and/or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules with which Contractor must comply: all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.

- (k) To the extent required by law, the Bidder agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act ("Act"). In the event that the Bidder is found to have not complied with the Act, then Bidder shall indemnify and hold Public Body harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

#### **Article IV. Further Representation & Warranty**

**Section 4.01** – The Bidder further represents that:

- (a) This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
- (b) The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- (c) The Bidder had not solicited or induced any individual or entity to refrain from bidding; and
- (d) The Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Decatur Township Board of Trustees.

#### **Article V. Basis of Bid**

*NOTE: THIS SECTION MUST BE COMPLETED BY THE BIDDER*

**Section 5.01** – The Bidder will complete the Work in accordance with the Bid Form/Bid Documents for the following price(s):

- (a) 1. Lump Sum Base Bid Price for 2025 Greenwood Cemetery Drainage and Rebuild Project:

\_\_\_\_\_ \$ \_\_\_\_\_  
(words) (numerals)

- (b) All specified cash allowances are included in the price set forth above and has agreed to follow the required State of Illinois Prevailing Wage statues.
- (c) The Bidder shall provide proof of Workman’s Compensation and Public Liability insurance within five (5) days after execution of a contract to perform the work. The documents must detail insurance limits. The minimum acceptable insurance company rating shall be A as rated by A.M. Best Co. Certificates of Insurance shall be mailed to the Decatur Township Board of Trustees at 1620 S. Taylorville Road, Decatur, IL 612521. Decatur Township shall be listed as primary additionally insured on all policies.
- (d) **A bid surety in an amount equal to ten percent (10%) of the bid price shall accompany each sealed bid.** The surety can be in the form of a bid bond or certified check and should be made payable to Decatur Township. The bid surety of the winning bidder shall be kept by the Township until receipt of an acceptable Performance Bond, Payment Bond and Certificate of Insurance. The bid surety of other bidders shall be returned.
- (e) In addition to the bid surety, the Bidder will be required to provide Performance and Payment bonds within 5 days after execution of a contract to perform the work. The Performance Bond shall be in an amount equal to 100% of the full amount of the contract sum as security for the faithful performance of the contract obligations, and the Payment Bond shall be in an amount equal to 100% of the full amount of the contract sum as security for the payment of all persons performing labor and furnishing materials in connection with the contract. Such bonds shall be issued by a surety satisfactory to the Township, and shall name the Township as a primary co-obligee. The cost of the bonds is to be included in the bid proposal and shall not be in addition or a separate cost to the Township. The Performance Bond and Payment Bond will become a part of the contract. Each Bidder shall list the name of the surety company that will be furnishing the bonds on its bid proposal. The failure of the successful bidder to enter contract and supply the required bonds within ten (10) days after the notice of award or within such extended period as the Township may grant if the forms do not meet its approval shall constitute a default, and the Township may either award the contract to the next responsible, responsive bidder or readvertise for bids. A charge against the defaulting bidder may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

**Article VI. Time of Completion / Change Orders / Assignment**

*NOTE: THIS SECTION MUST BE COMPLETED BY THE BIDDER*

**Section 6.01** – Time is of the essence and the timeframe for completion of the project may be considered when determining the responsiveness of the Bid. Work shall commence as soon as practical after the award of the bid and the proposed state dates. The Bidder agrees that the Work will be substantially complete on or before July 29, 2025. The Bidder’s proposed start date is \_\_\_\_\_, 2025, and the proposed completion date is \_\_\_\_\_, 2025.

**Section 6.02** – Minor field changes that are in the best interest of the Township may be made by the Township Supervisor, with the understanding of both parties that no change in the contract price is involved. Where adjustment of contract price or completion date is made, a written change order must be submitted and accepted by the Decatur Township Board of Trustees before any change is made.

**Section 6.03** – The Bidder shall not assign any part of the contract or award any work hereunder to any Subcontractor without prior approval from the Township. Nothing contained in the bid documents or contracts shall create any contractual relation between any Subcontractor and the Township. The Bidder shall not be relieved from any liability or obligation under this bid when work is assigned to others.

#### **Article VII. Attachments to this Bid**

**Section 7.01** – The following must be provided with the bid and attached thereto and are a condition of this bid:

- (a) Required Bid security (See Section 5.01(d))
- (b) List of Proposed Sub-contractors (if applicable)
- (c) List of Proposed Suppliers (if applicable)
- (d) List of Project References (provide a sheet of similar projects and client references)
- (e) Bidder Qualification Statement (background on the bidder’s qualifications to do the work)

#### **Article VIII. Defined Terms**

**Section 8.01** – The terms used in this Bid with initial capital letters have meanings stated below:

- (a) Bid – Complete proposal (submitted in competition with other bidders) to execute specified job(s) within prescribed time, and not exceeding a proposed amount (includes labor, equipment, and materials).
- (b) Bidder – Contractor, supplier, or vendor who responds to a call to bid.

- (c) Bidding Documents – Documents required to be submitted in response to a call to bid. These can include the prescribed bid form, drawings, specifications, timelines, charts, etc. Bids not accompanied by all the required documents are considered incomplete bids and are automatically rejected.
- (d) Work – Entire scope of a project encompassing all people, equipment, material, and other goods and services required to fulfill the contractor’s obligations under a contract.

**Section 8.02** – The Bid submitted by:

*NOTE: THIS SECTION MUST BE COMPLETED BY THE BIDDER AS APPLICABLE*

(a) An Individual

Name \_\_\_\_\_  
*(typed or printed)*

By: \_\_\_\_\_ (Seal)  
*(Individual’s Signature)*

Doing Business as: \_\_\_\_\_

(b) A Partnership

Partnership Name \_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
*(Signature of general partner – attach evidence of authority to sign)*

Name \_\_\_\_\_  
*(typed or printed)*

(c) A Corporation

Corporation Name \_\_\_\_\_

State of Incorporation \_\_\_\_\_

Type (*General Business, Professional, Service, Limited Liability*) \_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
*(Signature – attach evidence of authority to sign)*

Name \_\_\_\_\_  
*(typed or printed)*

Title \_\_\_\_\_

Attest \_\_\_\_\_  
*(Signature – attach evidence of authority to sign)*

Date of Qualification to do business in Illinois is \_\_\_ / \_\_\_ / \_\_\_ (*mm/dd/yyyy*)