

## INVITATION TO BID

Project Name: 2024 Sidewalk Improvements

Owner: Village of Antioch, Illinois

Description: Concrete sidewalk removal and replacement at the locations described in bid packet.

Submission Deadline: Sealed proposals must be received no later than 10:30 a.m. on July 10<sup>th</sup>, 2024. Proposals should be hand-delivered to the following address. **Faxed or Emailed bids will not be accepted.** Proposals received after this time will not be considered. Proposal packets are available online and at Antioch Village Hall.

### **Village of Antioch**

**Re: (Contractor name)**

**Proposal for Main Street Sidewalk Improvements**

**Attention: Village Clerk Lori Romine**

**874 Main St**

**Antioch, IL 60002**

Basis of Selection: The selection of a contractor may be based on a combination of factors including, but not limited to: price, merits of the technical solutions being proposed, and past performance.

Village's Representative: Questions may be directed to:

Mark Sural  
Business Development Manager  
[msural@antioch.il.gov](mailto:msural@antioch.il.gov)  
(847) 395-1322

### Owner's Right:

This Request for Proposals does not commit the Village to award a contract, to pay any costs incurred in the preparation of a proposal, or to contract for the goods and/or services offered. The Village reserves the right to accept or reject any or all proposals received as a result of this request, to waive irregularities in any proposals, to delete any one or more part or sections, or to cancel this Request for Proposals if it is in the best interest of the Village of Antioch to do so. The terms bid and proposal are used interchangeably herein.

Project Completion Deadline: September 30<sup>th</sup>, 2024

Proper Performance Bond and proper insurance shall be supplied at contract, acceptable to the Village.

## **Contractor must comply with Prevailing Wage Act**

### **Section 1.0 – Project Description and Scope of Work**

The village of Antioch has various locations in the downtown area along IL Rt. 83/Main Street where the existing sidewalk is in need of improvements and repairs.

The locations are shown on the overview map and described below.

### **Section 2.0 – General Specifications**

#### **2.1 – Estimated Quantities**

For each project location, an approximate square footage is given. These quantities are approximate only, primarily to help convey the anticipated scope of work to bidders and aid the Owner in comparing proposals on a uniform basis.

#### **2.2 – Maintenance of Traffic**

The Contractor shall be responsible for adherence to all applicable sections of the IDOT Construction and Material Specifications and the Illinois Manual of Uniform Traffic Control Devices for Streets and Highways. The Contractor shall furnish all traffic control needed to maintain traffic, including lights, signs, tools, equipment, labor, and incidentals necessary for the proper completion of the project and will not be permitted to begin work until all appropriate traffic control devices are in place.

Operations shall be conducted in a manner that minimizes disruption to vehicular and pedestrian traffic. Roadways shall be kept open to the public at all times by providing a minimum of one lane of traffic while work is in progress.

Ingress/egress to/from driveways shall not be blocked without prior coordination with the affected property owners, residents, and/or businesses. Ingress/egress shall be restored as soon as possible.

#### **2.4 – Environmental Protection**

The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. Avoid polluting streams, lakes, ponds, and reservoirs with fuels, oils, chemicals, sediments, or other harmful materials.

Furthermore, any spill of fuels, oils or chemicals shall be immediately reported to the Village (847-395-1000).

#### **2.5 – Public Relations**

The Village regards constituent service as a priority. It is imperative that the Contractor share this philosophy and demonstrate the proper attitude and decorum toward members of the general public, elected officials and Village employees.

## 2.6 – Utility Line Protection

Prior to any excavation activity at any project location, the Contractor shall contact J.U.L.I.E for location of utilities, and coordinate with any utility owner that may be affected by the project.

## 2.7 – Schedule Limitations

The Contractor's daily operations in the Village shall be limited to be between 7:00 a.m. to 7:00 p.m., Monday thru Saturday and between 9:00a.m. to 6:00p.m. Sunday's.

## 2.8 – Project Completion Deadline

The Contractor shall complete the work by September 30, 2024.

2.9 – The Contractor shall notify the Owner at least forty-eight (48) hours prior to the commencement of any work.

2.10 - The Contractor must provide emergency telephone numbers of key personnel within the company available 24 hours a day to deal with after-hours emergencies to both the Owner's and Emergency Service's staff at the preconstruction conference.

2.11 – Prior to the start of construction, the contractor shall notify 48 hours in advance the Owner of any private property that would be impacted by construction.

2.12 - The Contractor shall provide sufficient supervision and personnel to carry out the project in a timely manner and with a minimum of delay in time. All personnel, including personnel associated with subcontractors and vendors, shall be qualified to complete the work in a timely and professional manner. Incompetent or incorrigible employees shall be dismissed by the Contractor or his representative when requested by the Owner/Engineer, and such persons shall not again, be permitted to return to work without the written consent of the Owner/Engineer.

2.13 – The Contractor shall be responsible for the condition of all concrete items prior to Owner acceptance. The Contractor shall furnish, at his expense, any personnel, covering, or other measures to ensure concrete surfaces are not vandalized, marked, or disfigured in any way. Concrete work that is vandalized or marked in any way shall be removed and replaced at the Contractor's expense. Protection of concrete items shall be included in the cost of each item.

2.14 Short-term stockpile of materials will be allowed only were directed by the representative of the Village. Temporary stockpiles of materials shall not interfere with local and through vehicle/foot traffic. All stockpiles shall adhere to applicable sediment and erosion control guidelines.

2.15 Stockpiles of materials shall not be allowed on private property (unless permission is granted by the owner in writing), outside streets right-of-way; and shall not be allowed to block private property ingress/egress. Any grass areas damage by stockpiled materials shall be repaired as directed by Village representative.

## **Section 3.0 – Bidding Process and Contract Management**

Prospective contractors should familiarize themselves with the features of each location. No pleas of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work as the result of failure to make such examination and investigation will be accepted as an excuse for any failure on the part of the successful Contractor to

fulfill all the requirements of the contract, nor will the same be accepted as a basis for any claim whatsoever for extra compensation.

### 3.1 – Instructions to Bidders

The Contractor’s cost of performing all aspects of the specifications herein, plus their proposed technical solution for each location, shall be incorporated into the bid price for the project included in their Proposal.

Sealed bids must be received no later than 10:30 am, July 10<sup>th</sup>, 2024, to be considered. Bids are to be delivered, by either mail or in person, to the Village Clerk, 874 Main Street, Antioch, IL 60002, in an opaque envelope with the words ‘Main Street Sidewalk Repairs’ clearly printed on the outside. Also include the name, address and contact person of the company providing the bid, on the outside of the envelope.

All bids received after the closing date and hour specified above, will be returned unopened to the bidder.

Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign). The corporate address and state of corporation must be shown below the signature.

As a minimum, all proposals shall contain the following information:

1. The name and address of the firm; the name, telephone number, fax number, and email address of the individual responsible for the preparation of the proposal.
2. Completed IRS Form W-9.
3. Completed IRS Form W-9 (for any subcontractor).
4. Proof of insurance as described in Section 3.2.

### 3.2 – Contractor Insurance Requirements

The Contractor will be required to meet the Village of Antioch insurance requirements. Unless otherwise specified the Contractor shall, before commencing satisfactory to the Village of Antioch an additionally named insured in the following amounts with specific coverage which includes underground, explosion, and collapse.

Property Damage	\$1,000,000 (each accident)
Bodily Injury	\$500,000 (each person)
	\$1,000,000 (each accident)
Workmen’s Compensation Insurance:	All Liability imposed Workmen’s Compensation stature
Employer’s Liability Insurance	\$100,000

Contractual Liability Insurance	\$500,000
Completed Operations Insurance Owned, Hired, and Non-Ownership Vehicle Bodily Injury and Property Damaged to the following Limits	\$500,000

Before authorization to proceed by the Village, the Contractor shall furnish to the Village a certificate or certificates of insurance in the form satisfactory to the Village, demonstrating compliance with this section. Upon request, the Contractor shall furnish the Village with a certified copy of each policy, including the provisions establishing premiums.

As insurance is required to be maintained for the duration of the project, failure to maintain insurance shall constitute grounds for termination of the contract. The insurance carrier may not be changed unless the Village is notified in writing not less than ten (10) days prior to such change.

### 3.3 – Subcontractors

Any subcontractor that the Contractor wishes to use during the course of the contract shall be approved by the Village of Antioch in writing before said subcontractor will be approved to do any work. The Village shall be provided with a Form W-9 for each subcontractor.

### 3.4 – Equipment

The Bidder shall own, have rental or lease agreements for, or otherwise have readily available any and all equipment and tools necessary for proper execution of the work.

### 3.5 – Award of Contract and Authorization to Proceed

The Village of Antioch reserves the right to reject any or all bids, or to waive irregularities in any proposal, or to eliminate certain portions of the project scope, or to accept any bid which may be deemed to be in the best interest of The Village. Thus, the contract may be awarded to the Contractor with the lowest and best bid, as determined by the Village regardless of whether or not it is the lowest bid. If the contract is to be awarded, it will be awarded to the lowest bidder whose evaluation by the Village of Antioch indicates that the award will be in the best interest of the Village.

### 3.6 – Basis of Payment and Payment Process

The Contractor shall be paid in a lump sum following completion of the project, to the satisfaction of the Village. Following completion of the work, the Contractor shall submit their invoice to the Village of Antioch , 874 Main Street, Antioch, IL 60002. Payment will be made following the Village Board meeting authorization of bills to be paid.

### 3.7 – Reporting, Investigating and Resolving Damage Claims

The Contractor and the Village are required to report, investigate, and resolve damage claims made by members of the public as follows: When a citizen reports damage either verbally or in writing to the

Contractor, the Contractor shall within 24 hours make and file a written report to the Village Administrator. In the event that the Village directly receives a claim, the Village shall within 24 hours send the claim report to the Contractor.

### 3.8 – Owner’s Right

This Request for Proposals does not commit the Village to award a contract, to pay any costs incurred in the preparation of a proposal, or to contract for the goods and/or services offered. The Village reserves the right to accept or reject any or all proposals received as a result of this request, to waive irregularities in any proposals, to delete any one or more part or sections, or to cancel this Request for Proposals if it is in the best interest of the Village of Antioch to do so.

## **CONTRACT REQUIREMENTS**

The successful bidder will be required to enter into a contract with the Village of Antioch consistent with the terms of this Request for Proposal which should contain the following terms:

### **WAGE REQUIREMENTS**

- A. The Contract shall be based upon payment by Contractor and his Subcontractor of wage rates not less than the prevailing hourly wage rate for each classification of worker engaged in the work as determined by the State of Illinois, Department of Labor.
- B. A copy of the wage determination shall be posted by the Contractor in a conspicuous place at the site of the work where it can be easily seen by the workers.
- C. The Contractor shall maintain certified time sheets and submit to the Village with final invoice.
- D. The Contractor will be required to sign a Wage Rate Requirement Certification.

### **PREVAILING WAGE**

Some or all of the work herein may be subject to the provisions of Prevailing Wage Act, 820 ILCS 130/0.01 et.seq., providing for the payment of prevailing rate wages to all laborers, workmen and mechanics engaged on work. The Contractor agrees that, prior to making any payments to its own laborers, workers, or mechanics or to any subcontractor it will determine whether it must legally pay wages in accordance with the Prevailing Wage Act, and if so legally required, pay the then-current prevailing rate of wage as determined by the Illinois Department of Labor and posted at: <http://www.state.il.us/agency/idol/>.

The Village may at any time inquire of the Contractor as to rates of wages being paid employees of the Contractor, and any subcontractor or material men, whereupon such information shall be promptly provided by the Contractor. The Contractor shall agree to indemnify the Village for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws.

The Contractor shall insert into each subcontract and into the project specifications for each subcontract a written stipulation requiring all laborers, workers and mechanics performing work under the contract to comply with the Prevailing Wage Act and to require each subcontractor to

insert into each lower-tiered contract and into the project specification for each lower tiered subcontract a similar stipulation.

## **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold the Village, its trustees, officers, employees, agents, attorneys and lenders (collectively the "Indemnitees") harmless from and against all loss and expense (including, but not limited to, reasonable attorney's fees and other costs and expenses) by reason of the liability imposed by law upon the Indemnitees, or any of them, for damages because of bodily injury, occupational sickness or disease, including death, resulting therefrom, sustained by any employees of Contractor or subcontractors, while performing the work or while at the site where work under the Contractor, or sustained by any person or persons other employees of Contractor, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the Indemnitees, or any of them, or claims for property damage because of injury to or destruction of tangible property, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the work or site, or the condition of the work, the site, adjoining land or driveways, or streets or alleys used in connection with the performance of the work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section includes, subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions of account of bodily injury, death or property loss to an Indemnatee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnatee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights.

The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnatee for its own negligence. If any, to the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which the Village is otherwise entitled to assert.

If any claim indemnified hereunder has not been settled or discharged when the work is completed, final payment of the Contract Sum shall not be due, unless and until Contractor provides a bond or other security equal to one hundred and fifty percent (150%) of the amount of such claim in a form and substance satisfactory to the Village. In any and all claims against any Indemnatee or any of its agents or employees by any employee of Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under Worker's Compensation acts or other employees benefit acts.

## **SEXUAL HARRASSMENT**

During the entire term of the contract, Contractor shall have in full force and effect a written Sexual Harassment Policy, which complies with the Illinois Human Rights Act (775- ILCS5/1-101 et.seq.) including at least the following: 1) a statement on the illegality of sexual harassment; 2) the definition of sexual harassment under Illinois Law; 3) a description of sexual harassment, utilizing examples; 4) an internal complaint process, including penalties; 5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights (“Department”) and the Illinois Human Rights Commission (“Commission”); 6) directions on how to contact the Department and the Commission; and 7) protection against retaliation as provided by Section 6-101 of the Act.

## **SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS**

Before an employer commences work on a public works project as defined in 820 ILCS 130/2, the employer shall have in place a written program which meets or exceeds the program requirements in the Substance Abuse Prevention on Public Works Projects Act, to be filed with the public body engaged in the construction of the public works and made available to the general public for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. At a minimum, the program shall include all of the following:

1. A minimum requirement of a nine (9) panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient.
2. A prohibition against the actions or conditions specified in 820 ILCS 265/10.
3. A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the ninety (90) days preceding the date on which the employee commenced work on the public works project.
4. A procedure for notifying an employee who violates 820 ILCS 265/10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B) of 820 ILCS 265/20.

## **COMPLIANCE WITH LAWS AND REGULATIONS**

In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.



# WAGE RATE REQUIREMENTS CERTIFICATION

## GENERAL

1. The Contract shall be based upon payment by Contractor and his Subcontractor of wage rates not less than the prevailing hourly wage rate for each classification of worker engaged on the work as determined by the State of Illinois, Department of Labor.
2. The Prevailing Wage Law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.
3. A copy of the wage determination shall be posted by the Contractor in a conspicuous place at the site of the work where it can be easily seen by the workers.
4. The Contractor shall maintain certified time sheets and submit to the Village with final invoice.

\_\_\_\_\_  
Geoff Guttschow, Interim Village of Antioch Administrator Date

Attest \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Contractor)

\_\_\_\_\_  
Address Date

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

Date

## DRUG FREE WORKPLACE CERTIFICATION

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The Contractor certifies and agrees that it will provide a drug free workplace by:

Publishing a Statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace.
- B. Specifying the actions that will be taken against employees for violations of such prohibition.
- C. Notifying the employee that, as a condition of employment on such Contract, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- D. Establishing a Drug Free Awareness Program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The Contractor's policy for maintaining a drug free workplace;
  - 3. Available counseling, rehabilitation, or assistance programs; and
  - 4. Penalties imposed for drug violations.
- E. Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
- F. Notifying the contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- G. Imposing a sanction on, or requiring the satisfactory participation in a Drug Abuse Assistance or Rehabilitation Program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- H. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- I. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

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(Printed name of Contractor)

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Address

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City

State

Zip Code

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Signature of Authorized Representative

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Title

Date

**NON-COLLUSION CERTIFICATE**

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

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(Printed Name of Contractor)

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Address

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City State Zip Code

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Signature of Authorized Representative

---

Title Date

**ELIGIBLE CONTRACTOR AND SUBCONTRACTOR CERTIFICATE**

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 1-19-16 of The Village Code regarding ineligible contractors.

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(Printed Name of Contractor)

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Address

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City State Zip Code

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Signature of Authorized Representative

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Title Date

**STATE AND FEDERAL EQUAL OPPORTUNITY EMPLOYER CERTIFICATE**

The Undersigned Bidder agrees to comply with all State and Federal Equal Opportunity Employer laws.

\_\_\_\_\_  
(Printed Name of Contractor)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title Date

**SUBCONTRACTORS**

**VILLAGE OF ANTIOCH**

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

**Subcontractor No. 1:** \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Value of Work Subcontracted: \_\_\_\_\_

Nature of Work Subcontracted: \_\_\_\_\_

**Subcontractor No. 2:** \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Value of Work Subcontracted: \_\_\_\_\_

Nature of Work Subcontracted: \_\_\_\_\_



**STREETSCAPE (Σ=1,750 sq.ft.)**

**BID SHEET**  
**2024 Sidewalk Improvements**

<b>ITEM NO.</b>	<b>ITEMS</b>	<b>UNITS</b>	<b>APPROXIMATE NUMBER OF UNITS</b>	<b>PRICE PER UNIT</b>	<b>TOTAL</b>
1	PCC Sidewalk Removal and Replacement 4"	SF	1,750	\$	\$
2	ADA Panels	SF		\$	\$

PRINTED NAME \_\_\_\_\_

SIGNED \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

**CONTRACTOR BID AGREEMENT**

TO: Village of Antioch  
874 Main Street  
Antioch, IL. 60002

The undersigned bidder, in compliance with your advertisement for bids for work as specified, and related documents prepared by or at the direction of the Village of Antioch, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, does hereby propose to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the Contract documents and at the price provided.

**The undersigned bidder understands that prevailing wages must be paid in connection with the work and agrees to maintain and provide to the Village upon its request, required documentation to support compliance with the Illinois Prevailing Wage Act, in accordance with the law.**

Bidder certifies this bid to be for the project described in the Instruction to Bidders document and to be in accordance with plans, specifications and Contract documents, including the invitation for bids.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the Village within seven (7) days of the cause.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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