

**VILLAGE OF CHATHAM, ILLINOIS**  
**REQUEST FOR PROPOSALS**  
**CHATHAM PARKS**  
**MATERIAL LETTING-CONCRETE 2024**

**MAY 2024**

**VILLAGE OF CHATHAM, IL  
CHATHAM PARKS  
MATERIAL LETTING- CONCRETE 2024**

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**VILLAGE OF CHATHAM, IL  
CHATHAM PARKS  
MATERIAL LETTING- CONCRETE 2024**

**NOTICE OF REQUEST FOR PROPOSALS**

1. Time and Place for Opening of Proposals: Proposals for the **VILLAGE OF CHATHAM, MATERIAL LETTING- CONCRETE 2024** at the Village of Chatham as described herein will be received at the Village of Chatham, Village Hall, 116 East Mulberry Street, Chatham, IL 62629 until 2:00 p.m. on Tuesday, May 28, 2024, and at that time publicly read. Bids shall be sealed, with the outside of the envelope including the respective bidder's name and contact information and clearly labeled: Village of Chatham; MATERIAL LETTING- CONCRETE 2024
  
2. Description of Work: The proposed work consists of furnishing "will-call" concrete to the village of Chatham. Total order shall be approximately 250 cubic yards of IDOT Class PV concrete and orders shall be no less than 4 yards per truck with deliveries taken between June 1<sup>st</sup> and July 15<sup>th</sup> 2024. All orders will be on an as-needed "will call" basis, officially known as the **VILLAGE OF CHATHAM MATERIAL LETTING- CONCRETE 2024**, Chatham, Illinois.

All materials supplied shall be in accordance with the Illinois Department of Transportation Standard Specifications. All labor and materials are included as part of this Request for Proposals and shall be subject to the Illinois Department of Labor Prevailing Wages for such work. All materials shall be IDOT certified and include a current approved IDOT mix design for the Class PV concrete. A site wash-out area shall be provided by the village for trucks.

**As a condition of this contract, a per diem cost for a boom-style concrete pump truck and operator shall be provided. It is anticipated that a total of three, non-consecutive 8-hour days is estimated for the pump truck and operator.**

3. Method of Payment: Unit Price Bids per the advertised Schedule of Quantities.
  
4. Instruction to Bidders: (a) Proposal forms may be obtained from the Village of Chatham; <https://www.chathamil.gov/site-page/bids-rfps-rfqs> (b) Questions concerning this proposal may be submitted to Dustin Patterson via email or phone: [dpatterson@chathamil.gov](mailto:dpatterson@chathamil.gov) or 217-697-5805. (c) Unit Prices must be included in each bid. All materials furnished shall be from an Illinois Department of Transportation approved source.
  
5. Rejection of Bids: The Owner reserves the right to waive technicalities or to reject any or all proposals. Award will not be made solely upon low bid but rather the final selection by the Village of Chatham Board.

BY ORDER OF THE VILLAGE ADMINISTRATOR

VILLAGE OF CHATHAM

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Partick M. McCarthy- Village Administrator

Date: May 16, 2024

## GENERAL REQUIREMENTS

### SECTION 1. DEFINITION OF TERMS AND APPLICABILITY OF THE STANDARD SPECIFICATIONS

#### 1-1 DESCRIPTION

When a Standard Specification number is used in the Specifications it shall be taken to mean the latest revision of that Standard Specification at the time of the Bid.

#### 1-2 DEFINITIONS

Whenever in the Specifications and CONTRACT the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

ABBREVIATIONS – The following organizations are referred to in this Specification by abbreviations of their titles. Additional information noted but not detailed can be obtained from these organizations by writing to them at their respective addresses.

AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street N.W., Suite 249 Washington, D.C. 20001 <a href="http://www.transportation.org">www.transportation.org</a> (202-624-5800)
ANSI	American National Standards Institute 25 West 43rd Street, 4th Floor New York, NY 10036 <a href="http://www.ansi.org">www.ansi.org</a> (212-642-4900)
ASTM	ASTM International (formerly American Society for Testing and Materials) 100 Barr Harbor Drive P.O. Box C700 West Conshohocken, PA 19428-2959 <a href="http://www.astm.org">www.astm.org</a> (610-832-9500)
IDPH	Illinois Department of Public Health 535 West Jefferson, Floor 5 Springfield, IL 62761-5058 <a href="http://www.idph.state.il.us">www.idph.state.il.us</a> (217-782-7860)
IDOT	Illinois Department of Transportation 2300 South Dirksen Parkway Springfield, IL 62764-0002 <a href="http://www.dot.il.gov">www.dot.il.gov</a> (217-782-7820)
IEPA	Illinois Environmental Protection Agency 1021 N. Grand Ave. E. P.O. Box 19276 Springfield, IL 62794-9276 <a href="http://www.epa.state.il.us">www.epa.state.il.us</a> (888-372-1996)

ISO	Insurance Services Organization 545 Washington Boulevard Jersey City, NJ 07310-1686 www.iso.com (800-888-4476)
MSS	Manufacturers Standardization Society 127 Park Street NE Vienna, VA 22180 www.mss-hg.com (703-281-6613)
OSHA	Occupational Safety & Health Administration US Department of Labor 200 Constitution Avenue Washington, D.C. 20210 www.osha.gov (800-321-OSHA)

ADDENDA – Written or drawn changes issued prior to the opening of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

AWARD (Also Notice of Award) – The written decision of the OWNER to accept the Bid of the best responsive Bidder for the WORK, subject to the execution and approval of a satisfactory CONTRACT therefore, and to such other conditions as may be specified or otherwise required by law.

BID – The written offer of a Bidder to perform the proposed WORK at the prices quoted. Also known as a proposal.

BID DOCUMENTS – The documents provided to potential Bidders which includes, but is not limited to:

1. Requests for Proposals
2. Specifications
3. General Conditions
4. Addenda (when applicable)
5. Invitation for Bids
6. Proposal Form
7. Contract Forms
8. Drawings
9. Warranty

BID GUARANTY (Bid Bond) – The security designated in the Bid form to be furnished by the Bidder as a guaranty that said Bidder will enter into a contract with the OWNER for the acceptable performance of the WORK and will furnish the required Contract Bond if the CONTRACT is awarded to him/her.

BIDDER – Any individual, firm, partnership, or corporation, duly authorized or licensed to do business in the State of Illinois, submitting a Bid for the WORK contemplated, acting directly or through a duly authorized representative.

CALENDAR DAY – Every day shown on the calendar.

CONTRACT – The written agreement between the OWNER and the CONTRACTOR setting forth the obligations of the parties there under, including, but not limited to, the performance of the WORK (the furnishing of labor and materials, and the basis of payment).

The CONTRACT includes such of the following document parts as may be utilized. Those document parts so utilized will be as fully part of the CONTRACT as if therein set out verbatim, or, if not attached, as if attached thereto.

1. Addenda
2. Supplemental Conditions of CONTRACT
3. General Conditions of CONTRACT
  - a) Federal
  - b) State
4. Standard Specifications
5. Supplemental Specifications
6. Special Provisions
7. Plans
8. CONTRACTOR'S Contract Bond
9. CONTRACTOR'S Bid
10. Notice to Proceed
11. Notice of Award
12. Request for Proposal

CONTRACTOR – The Bidder awarded the CONTRACT for the WORK.

CONTRACT BOND – The approved form of security furnished by the CONTRACTOR and his/her surety as a guaranty that he/she will execute the WORK in accordance with the terms of the CONTRACT.

CONTRACT TIME – The number of working days or calendar days or combination allowed for completion of the contract, including authorized time extensions.

ENGINEER – A city engineer, or an engineer of a municipality, including such assistants as are authorized to represent him/her, or the consulting engineer acting through his/her authorized agents, who represents the OWNER during the construction phase activities of the WORK.

GENERAL CONDITIONS – The written provisions of the contract that define the rights and obligations of the contracting parties.

INSPECTOR – The authorized agent of the OWNER or of the ENGINEER assigned to make detailed inspections of any or all portions of the WORK.

INVITATION FOR BIDS – The official advertisement and solicitation for Bids for all WORK or materials on which Bids are required. Such advertisement will indicate with reasonable accuracy the quantity and location of the WORK to be done or the character and quantity of the material to be furnished and the time and place of the opening of Bids.

NOTICE OF AWARD (See Award)

NOTICE TO PROCEED – A written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date of commencement of the WORK.

OWNER – The Village of Chatham, initiating the WORK, acting through its legally constituted officials, officers, and employees.

PLANS (Project Plans or Drawings) – All official drawings or reproductions of drawings pertaining to the WORK provided for in the CONTRACT, which show the location, character, dimensions, and details of the WORK to be done.

SITE – Location to which the CONTRACTOR shall deliver and unload the WORK.

SPECIAL PROVISIONS – Specific directions, provisions, requirements, and revisions of the Specifications relevant to the WORK under consideration which are not satisfactorily provided for in the Specifications.

SPECIFICATIONS – The body of directions, provisions, and requirements contained herein, or any supplement to this document referred to in the Special Provisions, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing the WORK, the quantities, or the quality of materials to be furnished under the CONTRACT.

SUBCONTRACTOR – The individual, firm, partnership, or corporation to whom the CONTRACTOR, with written consent of the OWNER, assumes obligation for performing specified work.

SUPPLEMENTAL AGREEMENT – A written agreement executed by the OWNER and the CONTRACTOR covering modifications or alterations of the terms of the original CONTRACT.

SUPPLEMENTAL SPECIFICATIONS/CONDITIONS – Additions and revisions to the Standard Specifications/General Conditions that are adopted subsequent to the issuance of this Specification.

SUPPLIER – Any person or organization who supplies materials or equipment for the WORK including that fabricated to a special design.

SURETY – The corporation, partnership, or individual, other than the CONTRACTOR, executing the CONTRACT BOND.

WORK – Work shall mean the furnishing of all labor, materials, tools, equipment, and other incidentals necessary or convenient to the successful delivery of the equipment and the carrying out of all duties and obligations imposed by the CONTRACT. The ENGINEER will have exclusive authority to determine the intent and meaning of the usage of his term wherever it appears in the CONTRACT.

## SECTION 2. BIDDING REQUIREMENTS AND CONDITIONS

### 2-1 INVITATION FOR BIDS

Bidders will be furnished with an Invitation for Bids stating the location and description of the WORK contemplated, the estimated quantities of WORK to be performed, the amount of the Bid Guaranty, requirements pertaining to labor, and the date, time, and place of filing and opening Bids. All documents bound with or attached to the Invitation for Bids shall be considered a part thereof and shall not be detached or altered.

### 2-2 INTERPRETATION OF ESTIMATE OF QUANTITIES

An estimate of quantities of WORK to be done and materials to be furnished under the Specifications is given in the Bid Documents. It is given as a basis for a comparison of Bids and the Award of the CONTRACT. The OWNER and ENGINEER do not expressly or by implication agree that the actual quantities involved will correspond therewith; nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities pertaining to the WORK.

Payment will be based on the Unit Price items provided totaling the WORK performed, in accordance with the CONTRACT. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities. The OWNER reserves the right to omit items entirely, or to increase or decrease items as provided in Articles 4-2 and 9-5.

### 2-3 EXAMINATION OF BID DOCUMENTS AND SITE OF WORK

The Bidder shall, before submitting a Bid, carefully examine the Bid Documents, form of CONTRACT, and Contract Bond. He/she shall inspect in detail the site of the proposed WORK and be familiar with the local conditions affecting the CONTRACT and the detailed requirements of the equipment being supplied. If the Bid is accepted, he/she will be responsible for all errors in his/her Bid resulting from his/her failure or neglect to comply with these instructions. The OWNER or ENGINEER will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

When the Bid Documents include information pertaining to the location of underground utility facilities, such information is only included for the convenience of the Bidder. The OWNER or ENGINEER assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the information, or lack of information, relative to the location of underground utility facilities.

### 2-4 PREPARATION OF THE BID

The Bidder shall submit his/her Bid on the form furnished by the OWNER. The Bid shall be executed properly, and prices shall be made for all items or work indicated in the Bid form, except when alternate Bids are asked, a price on more than one alternate for each item is not required. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid form; he/she shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated shall be the summation of said products. All writing shall be with ink or typewritten, except the signature of the Bidder which shall be written with ink.

If the Bid is made by an individual, his/her name and post office address shall be shown. If made by a firm, joint venture or partnership, the name and post office address of each member

of the firm, joint venture or partnership shall be shown. If made by a corporation, the Bid shall show the names, titles, and business addresses of the president, secretary, and treasurer, and the seal of the corporation shall be affixed and attested by the secretary.

#### 2-5 REJECTION OF BIDS

Bids that contain omissions, erasures, alterations, additions not called for, conditional or alternate Bids, unless called for, irregularities of any kind, or Bids otherwise regular which are not accompanied by the proper Bid Guaranty may be rejected as non-responsive. Rejection of a Bid based upon time of completion shall be permitted only when it is specifically stated in the Bid Documents that time of completion will be a basis for Award. However, the OWNER reserves the right to reject any or all Bids and to waive such technical error as may be deemed best for the interest of the OWNER.

#### 2-6 BID GUARANTEE

A Bid Guarantee is not required for this contract by the OWNER.

#### 2-7 DELIVERY OF BIDS

Bids shall be delivered prior to the time and at the place indicated in the Invitation for Bids. Each Bid shall be placed in an envelope sealed with the outside of the envelope including the respective bidder's name and contact information and clearly labeled: Village of Chatham; Sealed Bid: MATERIAL LETTING- CONCRETE2024. Only sealed Bids will be accepted.

Bids will not be opened unless they are received at the place of letting and prior to the time stated in the Invitation for Bids.

#### 2-8 WITHDRAWAL OF BIDS

Permission will be given to a Bidder to withdraw a Bid if he/she makes a request in writing before the time for opening Bids. If a Bid is withdrawn, the Bidder will not be permitted to submit another Bid for the same WORK at the same letting.

#### 2-9 MODIFICATION OF BIDS

Modifications of bids already submitted shall be made in writing, including email messages and/or facsimiles, and must be received at the bid opening office and a receipt of said modifications acknowledged by ENGINEER in writing before the time for opening bids. The modifications shall not reveal the total bid price but shall provide a modified bid unit price and an addition or subtraction amount so that the final bid price can be determined only after the sealed bid is opened.

#### 2-10 PUBLIC OPENINGS OF BIDS

Bids will be opened and read publicly at the time and place specified in the Invitation for Bids. Bidders, their authorized agents, and other interested parties are invited to be present. A selection will not be made at the time of the Bid opening, but rather will occur at the next scheduled Village of Chatham Board meeting.

#### 2-11 DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his/her Bid:

- (a) More than one bid for the same WORK from an individual, firm, partnership, or corporation under the same or different names.
- (b) Evidence of collusion among Bidders.
- (c) Unbalanced Bids in which the prices for some items are substantially out of proportion to the prices for other items.
- (d) Failure to submit a unit price for each item of WORK listed in the Bid form.
- (e) Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.
- (f) Uncompleted work which, in the judgment of the OWNER, might hinder or prevent the prompt completion of additional work.

## 2-12 COMPETENCY OF BIDDERS

The Bidder, if a corporation, shall show the name of the State in which the corporation is chartered. Each Bidder shall furnish the OWNER, within two (2) weeks after request, with satisfactory evidence of his/her competency to perform the WORK contemplated. When requested, he/she shall submit to the OWNER a financial statement prepared by a Certified Public Accountant showing his/her financial condition at the end of his/her past fiscal year. The accountant who prepares the statement shall certify that he/she holds a valid and unrevoked certificate as a Certified Public Accountant, issued in accordance with the laws of the State in which he/she is licensed. The Bidder, if requested, shall also answer, and submit questionnaires relating to his/her experience and available materials to provide the services similar to that for which he/she is offering a Bid, and shall do so within the same two (2) weeks from the time of request. The Bidder shall identify and recognize that all work shall be performed by Contractor that is skilled in concrete flatwork with a minimum of 5 years experience.

Before an Award is made, the Bidder may, at the option of the OWNER, be required to furnish a statement showing the value of all uncompleted work for which he/she has entered into contracts.

## SECTION 3. AWARD AND EXECUTION OF CONTRACT

### 3-1 CONSIDERATION OF BIDS

The Bids received will be compared on the total Bid Amount (sum of the products of the items of WORK listed and unit prices offered) for the complete individual bid packages submitted. In awarding a CONTRACT, the OWNER will, in addition to considering the amounts stated in the Bid, take into consideration the responsibility of the various Bidders as determined from a study of the data required under Article 2-12 and from other investigations which the OWNER may elect to make, as well as the criteria enumerated in the following paragraph.

In addition, OWNER and ENGINEER will evaluate the proposals received based on the following criteria: anticipated start date, duration of construction and time of completion as noted in the Proposal Form. CONTRACTOR may choose to elaborate in their proposals on materials and means of construction to be provided. Bids will not be considered based solely on the lowest Bid Amount.

3-2 ALTERNATES

None.

3-3 AWARD OF CONTRACT

Except in cases where the OWNER exercises the right to reject any or all Bids, the CONTRACT will be awarded, as soon as practicable, after the opening of the Bids.

If a CONTRACT is not awarded within forty-five (45) days after the opening of Bids, a Bidder may file a written request with the OWNER for the withdrawal of his/her Bid or the Award date may be extended by mutual consent of the OWNER and Bidder. The OWNER will have a maximum of five (5) days after the receipt of such request to Award the CONTRACT or release the Bidder from further obligation by return of the Bidder's Bid Guaranty.

3-4 RETURN OF BID GUARANTY

Not Applicable.

3-5 REQUIREMENTS OF CONTRACT BOND

The successful Bidder, at the time of the Award and prior to the execution of the CONTRACT, shall deposit with the OWNER a surety bond for the full amount of the CONTRACT. The form of the bond shall be that furnished by the OWNER, and the surety shall be acceptable to the OWNER.

3-6 EXECUTION OF THE CONTRACT

The CONTRACT shall be executed by the successful Bidder. The surety bond, when required, shall be executed by the principal and sureties, and the executed CONTRACT and Contract Bond shall be presented to the OWNER within fifteen (15) days after receipt of the Notice of Award and the CONTRACT.

3-7 FAILURE TO EXECUTE CONTRACT

Failure on the part of the successful Bidder to execute a CONTRACT and provide an acceptable Contract Bond and acceptable insurance certificates, as provided herein, within fifteen (15) days from the date of receipt of CONTRACT from the OWNER, will be considered as just cause for the revocation of the Award and the forfeiture of the Bid Guaranty to the OWNER, not as a penalty but in payment of liquidated damages sustained as a result of such failure.

SECTION 4. SCOPE OF WORK

#### 4-1 INTENT OF THE CONTRACT

The intent of the CONTRACT is to prescribe a complete outline of the WORK which the CONTRACTOR undertakes to do in full compliance with the Plans and Specifications. The CONTRACTOR shall furnish on site all required materials, equipment, and incidentals and shall include the cost of these items in the unit prices bid for the units of WORK. The quantities appearing in the Bid Documents are prepared for establishment of contract unit prices and the comparison of Bids. Payment to the CONTRACTOR will be made for the actual measured quantities, if different from the plans, as performed and accepted or material furnished or accepted according to the CONTRACT, and the scheduled quantities may be increased, decreased, or omitted as herein provided.

Under no circumstances shall the CONTRACTOR exceed any established pay item quantity without notification to the OWNER or ENGINEER and receipt of authorization as provided herein.

#### 4-2 CHANGES

The OWNER reserves the right to make in writing, at any time and without notice to the Surety, changes in quantities, alterations in WORK, and the performance of extra WORK to satisfactorily complete the project. Such changes shall not invalidate the CONTRACT nor release the Surety, and the CONTRACTOR agrees to perform the WORK as altered.

The CONTRACTOR shall accept payment for changes which result in an increase or decrease in the quantities of WORK to be performed as follows:

- (A) All changes in WORK of the type that appears in the CONTRACT as pay items accompanied by unit prices will, except as provided under paragraph (C) herein, be paid for at the CONTRACT unit prices.
- (B) Extra WORK which is not included in the CONTRACT as pay items at unit prices and is not included in other items of the CONTRACT will be paid for as specified in Article 9-4.
- (C) Extra WORK for which there is a pay item at a unit price in the CONTRACT, that for any one or more of the following reasons materially increases or decreases the cost of the pay items as BID, and which is not included in the prices BID for other items in the CONTRACT will be paid for as provided in Article 7-4.
  - (1) WORK involving a substantial change in the system selected
  - (2) WORK which differs in design
- (D) In cases where the OWNER changes any portion of the CONTRACT which results in the elimination or non-completion of any portions of the WORK partially completed, payment will be made as specified in Article 7-5.

All changes shall be authorized in writing by the OWNER before WORK is started. Such authorization shall include the items of WORK involved and the method of payment for each item. Such authorization shall be processed in a timely manner.

If the CONTRACTOR intends to assert a claim for an adjustment under this clause, he/she shall, within thirty (30) days after receipt of a written authorization, as noted above, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the OWNER.

Claims for extra WORK which have not been authorized in writing by the OWNER and claims asserted after final payment will be rejected.

#### 4-3 DIFFERING SITE CONDITIONS

During the progress of the WORK, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the CONTRACT or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the WORK provided for in the CONTRACT, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specified differing conditions before they are disturbed and before the affected WORK is performed.

Upon written notification to the OWNER, the OWNER'S ENGINEER will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any WORK under the CONTRACT, an adjustment, excluding loss of anticipated profits, will be made and the CONTRACT modified in writing accordingly. The OWNER will notify the CONTRACTOR of the determination whether or not an adjustment of the CONTRACT is warranted.

The CONTRACTOR shall also comply with the requirements of the Public Construction Contract Act, 30 ILCS 557 *et. seq.*, if applicable.

No CONTRACT adjustment will be allowed under this clause for any effects caused on unchanged WORK.

#### 4-4 CLEANUP

Immediately after completion of the WORK, the CONTRACTOR shall at his/her own expense clean up and remove all refuse and unused material of any kind resulting from the WORK at the SITE. Upon failure to do so within five (5) working days after receipt of written request from the OWNER, the WORK may be done by the OWNER and the cost thereof charged to the CONTRACTOR and deducted from the CONTRACT.

Upon completion of the WORK, the CONTRACTOR shall remove all his/her equipment and put the area of the WORK in a neat and clean condition and do all other cleaning required to complete the WORK in a workmanlike manner, ready for use and satisfactory to the ENGINEER and OWNER.

### SECTION 5. CONTROL OF MATERIALS

#### 5-1 QUALITY OF MATERIALS

It is the intent of the Specifications that all materials shall be new, meet all quality requirements of the CONTRACT, and that they shall be incorporated in such a manner as to

produce completed construction which is workmanlike and acceptable in every detail. The cost of collecting and furnishing of samples shall be borne by the CONTRACTOR. The cost of all testing shall be borne by the CONTRACTOR. Only materials which conform to the requirements of these Specifications shall be incorporated in the WORK.

#### 5-2 DEFECTIVE MATERIALS

All materials not conforming to the requirements of the CONTRACT shall be considered defective and shall be removed from the WORK. If in place, they shall be removed by the CONTRACTOR at his/her expense and replaced with acceptable materials. No defective materials, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure of the CONTRACTOR to comply forthwith with any written order of the ENGINEER pursuant to the provisions of this Article, the OWNER shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from any moneys due or to become due the CONTRACTOR.

#### 5-3 APPROVAL OF MATERIALS

All materials, and their source of supply, shall be approved by the ENGINEER prior to usage. The approval shall be based upon samples furnished by the CONTRACTOR and tested by the ENGINEER for conformance with the CONTRACT. Approval shall be contingent upon the CONTRACTOR using materials on the job which conform with the samples satisfactorily tested. If sources previously approved are found to be unacceptable at any time and fail to produce material satisfactory to the ENGINEER, the CONTRACTOR shall furnish materials from other approved sources.

Regardless of any tests of materials made at the source, the CONTRACTOR shall carefully inspect all WORK once delivered to the SITE and reject any WORK which has been damaged or has visible flaws. The ENGINEER also reserves the right to make such an inspection, but failure to detect irregularities does not relieve the CONTRACTOR of responsibility to remove and replace WORK which is found to be defective after installation.

#### 5-4 STORED MATERIALS

WORK delivered to the SITE shall be protected in such a manner as to insure the preservation of quality and fitness of the WORK. All stored materials may be inspected at the time of use in the WORK, even though they may have been inspected and approved before being placed in storage. The CONTRACTOR will be provided with a location on SITE to unload the WORK.

### SECTION 6. MEASUREMENT AND PAYMENT

#### 6-1 MEASUREMENT OF QUANTITIES

All WORK completed under the CONTRACT will be measured by the ENGINEER according to United States Standard Measures. The methods of measurement will be described in the CONTRACT.

## 6-2 SCOPE OF PAYMENT

The CONTRACTOR shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools, and equipment; for performing all WORK contemplated and embraced under the CONTRACT; for all loss or damage arising out of the nature of the WORK or from the action of the elements, for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the WORK until its final acceptance by the OWNER; for all risks of every description connected with the prosecution of the WORK; also, for all expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the WORK as herein specified, or for any infringement of patents, trademarks, or copyrights, and for completing the WORK in an acceptable manner according to the CONTRACT documents.

The payment of any current estimate prior to final acceptance of the WORK by the OWNER shall in no way constitute an acknowledgement of the acceptance of the WORK, nor in any way prejudice or affect the obligations of the CONTRACTOR, at his/her expense, to repair, correct, renew, or replace any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the WORK under CONTRACT and its appurtenances, nor any damage due or attributable to such defects, which defects, imperfections, or damage shall have been discovered on or before the final inspection and acceptance of the WORK. The ENGINEER shall be the sole judge of such defects, imperfections, or damage, and the CONTRACTOR shall be liable to the OWNER for failure to correct the same as provided herein.

## 6-3 INCREASED OR DECREASED QUANTITIES

Whenever the quantity of any item of WORK is increased or decreased, payment will be made on the basis of the actual quantity completed at the unit price for such item, except as otherwise provided in Article 4-2 for each class of WORK.

Should any items of WORK be found unnecessary for the proper completion of the WORK, the ENGINEER may, upon written order to the CONTRACTOR, eliminate such items from the CONTRACT and such action shall in no way invalidate the CONTRACT. When a CONTRACTOR is notified of the elimination of WORK items, the CONTRACTOR will be reimbursed for the actual WORK done and all costs incurred, including mobilization of materials, prior to said notification.

## 6-4 PAYMENT FOR EXTRA WORK

Extra WORK which results from any of the changes as specified in Article 4-2 shall not be started, except in case of an emergency, until receipt of a written authorization from the OWNER, which authorization shall state the items of WORK to be performed and the method of payment for each item. WORK performed without such order will not be paid for.

Extra WORK will be paid for:

- (A) Either at a lump sum price or at unit prices agreed upon in writing by the CONTRACTOR and the ENGINEER.
- (B) On the following force account basis:

- (1) Labor. For all labor and foremen in direct charge of the specific operations, the CONTRACTOR will receive the actual normal rate of wage paid for each and every hour that said labor and foremen are actually engaged in such WORK.

The CONTRACTOR will receive the actual costs paid to, or in behalf of, workmen by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employment on the work.

An amount equal to fifteen (15) percent of the sum of the above items will also be paid to the CONTRACTOR.

- (2) Bond, Insurance, and Tax. For property damage, liability, and Worker's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account WORK, the CONTRACTOR will receive the actual cost, to which ten (10) percent will be added. The CONTRACTOR shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance, and tax.
- (3) Materials. For materials, accepted by the ENGINEER and used, the CONTRACTOR will receive the actual cost of such materials delivered to the WORK, including transportation charges paid by the CONTRACTOR (exclusive of machinery rentals as hereinafter set forth), to which cost fifteen (15) percent will be added.
- (4) Equipment. Machinery and equipment which the CONTRACTOR has on the job for use on CONTRACT items shall be used on extra WORK as deemed necessary or desirable. The CONTRACTOR will be paid for all machinery and equipment used on extra WORK in accordance with the latest revision of "Schedule Of Average Annual Equipment Ownership Expense With Operating Cost" as issued by the Illinois Department of Transportation, for the period that said machinery and equipment are in use on such WORK, to which zero percent shall be added. In the event that equipment is used which is not included in aforesaid publication, the latest edition of the Compilation of Nationally Averaged Rental Rates for Construction Equipment, compiled by the Associated Equipment Distributors, 615 West 22nd Street, Oak Brook, Illinois 60521, shall be used to determine equipment rental rates and zero percent shall be added to the rates indicated in such publication.
- (5) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- (6) Statements. No payment will be made for WORK performed on a force account basis until the CONTRACTOR has furnished the ENGINEER with itemized statements of the cost of such force account WORK detailed as follows:
  - a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman. Payrolls shall be submitted to substantiate actual wages paid if so requested by the ENGINEER.

- b. Designations, dates, daily hours, total hours, rental rate, and extension for unit of machinery and equipment.
  - c. Quantities of materials, prices, and extensions.
  - d. Transportation of materials.
  - e. Cost of property damage, liability, and workman's compensation insurance premiums; unemployment insurance contributions; and social security tax.
- (7) WORK is performed by an approved Subcontractor; the CONTRACTOR shall receive as administrative costs an amount equal to five (5) percent of the first \$10,000 and one (1) percent of any amount over \$10,000 of the total approved costs of such WORK.

Statements shall be accompanied and supported by receipted invoices for all materials used and transportation charges. However, if materials used on the force account WORK are not specifically purchased for such WORK but are taken from the CONTRACTOR'S stock, then in lieu of the invoices, the CONTRACTOR shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the CONTRACTOR.

#### 6-5 PAYMENT FOR ITEMS OMITTED WHEN PARTIALLY COMPLETED

Should the OWNER cancel or alter any portion of the CONTRACT which results in the elimination or non-completion of any portions of the WORK partially completed, the CONTRACTOR will be allowed a fair and equitable amount covering all items of WORK incurred prior to the date of cancellation, alteration, or suspension of such WORK. When such elimination or non-completion involves a net decrease in the amount of the CONTRACT of more than twenty-five (25) percent of the original CONTRACT price, a supplemental agreement between the CONTRACTOR and the OWNER will be required.

The CONTRACTOR shall be allowed a profit percentage on the materials used and the WORK actually performed at the rates provided under Article 7-4 for WORK paid for on a force account basis, but no allowance will be made for any change in anticipated profits. Acceptable materials ordered by the CONTRACTOR or delivered on the WORK prior to the date of its cancellation, alteration, or suspension by the OWNER shall thereupon become the property of the OWNER, or at the option of the OWNER the unused acceptable material shall remain the property of the CONTRACTOR, and he/she shall be paid the actual cost including freight, unloading, and hauling costs less the actual salvage value.

#### 6-6 PARTIAL PAYMENTS AND RETAINAGE

##### 6-6.01 PROGRESS PAYMENTS

At each major milestone, the ENGINEER will make a written estimate of the quantity of WORK performed in accordance with the CONTRACT. From the amount so determined a portion of the cost will be retained in accordance with the following:

- (A) After each major operation by the CONTRACTOR is complete and accepted by OWNER in writing a progress payment for the work completed based upon the established Unit Prices will be released to the successful BIDDER.
- (B) A sum of ten (10) percent will be retained until after the completion of the entire WORK and a final inspection is made and approved by the OWNER.

#### 6-7 INTEREST ON MONEY DUE THE CONTRACTOR

Should the OWNER fail to pay any Request for Payment or furnish the CONTRACTOR with the reason that payment should not be made, within thirty days from the date of his/her receipt of the ENGINEER'S recommendation that payment is due, the OWNER shall pay the CONTRACTOR interest on the amount of the Request For Payment at the maximum legal rate per annum until payment is made.

#### 6-8 ACCEPTANCE AND FINAL PAYMENT

As soon as possible after final inspection and as soon as the necessary measurements and computations can be made, final quantities will be calculated and a final estimate showing the value of the WORK will be prepared, all prior estimates upon which payments have been made being approximate only and subject to correction in the final payment. The final quantities will be sent to the CONTRACTOR by certified mail. The CONTRACTOR shall respond within sixty (60) days of receipt by signing and thus accepting the final quantities, or by disagreeing in writing citing the item(s) of WORK involved with documentation and justification of such disagreement.

Failure to respond within the sixty (60) days will be considered as acceptance of final quantities and the OWNER may proceed with final payment.

Final acceptance occurs by signature on the final estimate and the date of this signature constitutes the acceptance date. Final acceptance shall not constitute acceptance of any unauthorized or defective WORK or material. The OWNER shall not be barred from requiring the removal, replacement, repair, or disposal of any unauthorized or defective WORK or material or from recovering damages from any such WORK or material.

The amount of this final estimate, less any sums that have been deducted or retained under the provisions of the CONTRACT, will be paid to the CONTRACTOR as soon as practicable after the final acceptance, provided the CONTRACTOR has furnished to the OWNER satisfactory evidence that all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished for the purpose of such WORK have been paid or that the person or persons to whom the same may be due have consented to such final payments.

The acceptance by the CONTRACTOR of the final payment shall constitute a release and waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

#### 6-9 DISPUTE RESOLUTION

All claims, disputes, and other matters in question arising out of, or relating to, this CONTRACT or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by Article 7-9, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. As a condition precedent to arbitration, both parties may request the claim, dispute,

or other matter in question to be subject to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association and the other party shall participate in good faith in the mediation.

#### SECTION 7. WARRANTY

7-1           WARRANTY

None.

END OF GENERAL REQUIREMENTS

**VILLAGE OF CHATHAM, IL  
CHATHAM PARKS  
MATERIAL LETTING- CONCRETE 2024**

**WORK / MATERIAL SPECIFICATIONS**

**SCOPE OF WORK**

The proposed work consists of furnishing “will-call” concrete to the village of Chatham. Total order shall be approximately 250 cubic yards of IDOT Class PV concrete and orders shall be no less than 4 yards per truck with deliveries taken between June 1<sup>st</sup> and July 15<sup>th</sup> 2024. All orders will be on an as-needed “will call” basis, officially known as the **VILLAGE OF CHATHAM MATERIAL LETTING- CONCRETE 2024**, Chatham, Illinois.

All materials shall meet the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, for the applicable Sections and Articles. Materials supplied shall have a valid current mix design on file with the Illinois Department of Transportation for Class PV Concrete.

In addition to the furnished concrete, a per diem cost for a boom-style concrete pump truck and operator shall be provided in the bid. It is anticipated that a total of three (3) non-consecutive 8-hour days is estimated for this work.

All work as specified herein shall be constructed by a contractor prequalified by the State of Illinois to do work for the Illinois Department of Transportation, including sub-contractors. All labor and delivery of materials as included as part of this Request for Proposals and shall be subject to the Illinois Department of Labor Prevailing Wages for such work.

STANDARD FORM OF PROPOSAL

TO THE OWNER, VILLAGE OF CHATHAM

1. Proposal of \_\_\_\_\_  
(Name and Address of Bidder)

for MATERIAL LETTING- CONCRETE 2024

2. In submitting this proposal, the undersigned declares that the only persons or parties interested in the proposal as principals are those named herein, and that the proposal is made without collusion with any other person, firm, or corporation.

3. The undersigned further declares that he has carefully examined the Proposal, Plans, Specifications, form of CONTRACT and Contract Bond, and Special Provisions (if any), and that he has familiarized himself with all of the local conditions affecting the CONTRACT and the detailed requirements and understands that in making this Proposal he/she waives all right to plead any misunderstanding regarding the same.

4. The undersigned further understands and agrees that if this Proposal is accepted he/she is to furnish and provide all necessary machinery, tools, apparatus, and other means to furnish the equipment and materials specified in the CONTRACT in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

5. The undersigned further agrees that the ENGINEER may, at any time during the progress of the WORK covered by this CONTRACT, order other work or materials. All such work and materials that do not appear in the proposal or CONTRACT as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this CONTRACT, shall be performed as Extra Work, per Section 6-4. Compensation shall be paid in accordance with Section 6-4.

6. The undersigned further agrees to execute a CONTRACT for this WORK and present the same to the OWNER within fifteen (15) days after the receipt of Notice of Award of the CONTRACT by him.

7. The undersigned further agrees to begin WORK not later than the date specified in the Notice to Proceed, and to prosecute the WORK in such manner and with sufficient materials, equipment, and labor as will insure its completion within the Contract Time specified herein, it being understood and agreed that the completion within the Contract Time is an essential part of the CONTRACT. The undersigned agrees to complete the WORK within the time period stated in the Standard Form of the "Notice to Bidders" unless additional time shall be granted by the ENGINEER in accordance with the provisions of the Specifications. In case of failure to complete the WORK within the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the OWNER shall withhold, from such sums as may be due him/her under the terms of this CONTRACT, the costs set forth in the Specifications, which costs shall be considered and treated not as a penalty but as damages due to the OWNER from the undersigned by reason of inconvenience to the public, added cost of engineering and

supervision, maintenance of detours, and other items which have caused an expenditure of funds resulting from the failure of the undersigned to complete the WORK within the CONTRACT Time.

8. Accompanying this Proposal is a bank draft, bank cashier's check, certified check, or bid bond complying with the requirements of the specifications made payable to

Not Applicable

The amount of the Not Applicable

If this proposal is accepted and the undersigned shall fail to execute a CONTRACT and Contract Bond as required herein, it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof, shall become the property of the OWNER, and shall be considered as payment of damages due to delay and other causes suffered by the OWNER because of the failure to execute said CONTRACT and Contract Bond; otherwise said check or draft, or bidder bond substituted in lieu thereof shall be returned to the undersigned.

~~ATTACH BID BOND, BANK DRAFT, BANK CASHIER'S CHECK  
OR CERTIFIED CHECK HERE~~

In the event that one check or draft is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guarantees of the individual sections covered.

**VILLAGE OF CHATHAM, IL  
CHATHAM PARKS  
MATERIAL LETTING - CONCRETE 2024**

9. Proposal to furnish and deliver materials as specified in this RFP for the following Unit Price amount. Contractor shall supply the following breakdown of costs.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	Class PV Concrete-furnish and deliver	250	CU YD	\$ _____	\$ <u>XXXXXX</u>
2.	Pumper Truck / Operator (8 hour shift)	3	Per Diem	\$ _____	\$ <u>XXXXXX</u>
				\$ _____	\$ _____
				\$ _____	\$ _____
				\$ _____	\$ _____
					\$ _____
				\$ _____	\$ _____

Total Base Bid Amount \$ \_\_\_\_\_ Unit Price only Bid- Total amount not awarded- Quantities are for estimating purposes only

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(in writing)

10. BIDDERS are required to submit with their Unit Price Cost Proposal the following items: Additional information can be provided by BIDDERS on separate page(s), but the information in items 10.a. to 10.c. below must be completed.

- a. Drawings:  
 1) Shop Drawings/Catalog Cuts showing all material sources shall be provided.

Approved Mix design and Number from IDOT

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- b. Warranty terms (minimum 2-years):

1) Conditions: N/A

2) Exceptions: N/A

- c. Scheduled Date of Construction Completion:

N/A

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11. Construction Schedule: Timing of this project with other work activities is critical. Deliveries shall be scheduled between June 1<sup>st</sup> and July 15<sup>th</sup> 2024.

12. Exceptions to Contract Documents (if any):

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13. STANDARD FORM OF PROPOSAL

(Seal)

(If an Individual)

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

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

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(If a Partnership)

(Seal)

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_ (Seal)

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

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(Insert Names and

Address of all

Partners of the

Firm)

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(If a Corporation)

Corporate Name \_\_\_\_\_

Signed By \_\_\_\_\_

(President)

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

(Corporate Seal)

(Insert Names of  
Officers)

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Attest: \_\_\_\_\_  
(Secretary)

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(If a Joint-Venture)

Corporate Name \_\_\_\_\_

Signed By \_\_\_\_\_  
(President)

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

Corporate Name \_\_\_\_\_

Signed By \_\_\_\_\_  
(President)

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

Corporate Name \_\_\_\_\_

Signed By \_\_\_\_\_  
(President)

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

Corporate Name \_\_\_\_\_

Signed By \_\_\_\_\_  
(President)

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

NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: \_\_\_\_\_  
\_\_\_\_\_

The OWNER has considered the Proposal (Bid) submitted by you for the above described WORK in response to its Notice to Bidders dated \_\_\_\_\_.

You are hereby notified that your Proposal (Bid) has been accepted in the amount of \$ \_\_\_\_\_.

You are required by the Notice to Bidders to execute the CONTRACT within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said CONTRACT within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Proposal (Bid) as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
OWNER

BY \_\_\_\_\_

TITLE \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

by \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 2024,

By \_\_\_\_\_

Title \_\_\_\_\_

STANDARD FORM OF CONTRACT  
CONTRACT

1. THIS AGREEMENT, made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between \_\_\_\_\_ acting by and through \_\_\_\_\_ known as the party of the first part, and \_\_\_\_\_ his/her/their executors, administrators, successors, or assigns, known as the party of the second part.

2. WITNESSETH: That for in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these present, the party of the second part agrees with said party of the first part at his/her/their own proper cost and expense to do all the WORK furnish all materials and supervisory labor necessary to complete the WORK in accordance with the Plans and Specifications hereinafter described and in full compliance with all of the plans of this agreement and the requirements of the OWNER or their representatives under it.

3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, for \_\_\_\_\_

\_\_\_\_\_  
(Official designation of Project)

\_\_\_\_\_ 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 date above mentioned.

For the OWNER  
Party of the First Part

\_\_\_\_\_  
By \_\_\_\_\_  
(Title)

For the CONTRACTOR  
Party of the Second Part

(If a Corporation)

Corporate Name \_\_\_\_\_

Attest:

By \_\_\_\_\_  
(President, Party of the Second Part)

\_\_\_\_\_  
(Clerk or Notary Public)

(If a Co-Partnership)

\_\_\_\_\_  
(Secretary)  
(Corporate Seal)

\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

NOTICE TO PROCEED

TO: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Project: \_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence WORK by \_\_\_\_\_, 2024 in accordance with the CONTRACT dated \_\_\_\_\_, 2024, and you are to complete the WORK within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_, 2024.

\_\_\_\_\_  
OWNER

By \_\_\_\_\_

Title \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed

is hereby acknowledged by \_\_\_\_\_

\_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By \_\_\_\_\_

Title \_\_\_\_\_

CHANGE ORDER

Order No.: \_\_\_\_\_

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

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

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NAME OF PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

ENGINEER: \_\_\_\_\_

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The following changes are hereby made to the CONTRACT documents:

Description:

Attachments:

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Change to CONTRACT Price: \$ \_\_\_\_\_

Current CONTRACT Price  
(adjusted by previous Change Order): \$ \_\_\_\_\_

(Increase) (Decrease) in CONTRACT price  
due to this Change Order: \$ \_\_\_\_\_

The new CONTRACT Price  
(including this Change Order will be): \$ \_\_\_\_\_

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Change to CONTRACT Time:

Current CONTRACT Time: \_\_\_\_\_ calendar days (or date)

The CONTRACT Time will be (increased) (decreased) by: \_\_\_\_\_ calendar days

CONTRACT Time due to Change Order will be: \_\_\_\_\_ (Date)

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Approvals Required:

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
ENGINEER

