

IFB# VRNTL-18-B-03

INVITATION FOR BIDS

**505 Condit Drive Roof Replacement
and 6 Aviation Center Drive Roof Repair**

RANTOUL, IL

VRNTL-18-B-03

Prepared and Requested By:

Village of Rantoul
Municipal Building
333 S. Tanner Street
Rantoul, IL 61866

February 20, 2018

IFB 505 Condit Drive Roof Replacement and 6 Aviation Center Drive Roof Repair

1. **Requesting Entity.**

This Invitation for Bids (this “IFB”) is made by the Village of Rantoul, Champaign County, Illinois, having its principal office located in the Municipal Building, 333 S. Tanner Street, Rantoul, Illinois 61866. All inquiries for clarification of this IFB and all requests to inspect the facilities and operations in connection with the roof replacement and repair work to be provided under this IFB shall be made to the Airport Manager of the Village as identified below:

Eric Vences
Airport Manager
Village of Rantoul
Rantoul Business Center
Municipal Building
333 S. Tanner Street
Rantoul, IL 61866
Tel: (217) 892-6896
Fax: (217) 892-6899
E-mail: evences@village.rantoul.il.us

2. **Standard Terminology.**

For convenience of reference, the words, terms and phrases defined below and elsewhere in this IFB shall have the meanings respectively ascribed to them for all purposes of this IFB and the Bid Form, including as follows:

“**Village**” means the Village of Rantoul, Champaign County, Illinois.

“**Contractor**” means the prospective contractor, which includes any subcontractor, consultant, firm, offerer, proposer or vendor who submits a bid in connection with this IFB.

“**Project**” means the 505 Condit Drive Roof Replacement and 6 Aviation Center Drive Roof Repair.

“**Work**” means any and all roof repair work to be provided by the Contractor in connection with the Project under and pursuant to the Contract Documents specified in part 4 of this IFB below, and any related labor, parts, materials, supplies and equipment, together with the submission of any and all documents, instruments and certificates required to be submitted thereunder.

3. **Purpose of Request.**

The Village has determined to proceed with the Project and to invite bids from prospective contractors to undertake the Work, which is to be commenced within fourteen (14) calendar days after the contract is awarded by the Village and completed within a period not greater than forty-five days (45) calendar days thereafter, such Work being more particularly

described in the Scope of Work included in the Contract Documents specified below.

4. Contract Documents.

The Contract Documents include the following, complete copies of which are included with and are a part of this IFB:

- (1) Scope of Work
- (2) Champaign county prevailing wage rates for April 2018
- (3) Prevailing wage rate requirements
- (4) Minimum Insurance requirements document
- (5) General Terms and Conditions (Construction Contract), and
- (6) Bid Form.

The Contract Documents include expressly or by reference all requirements specified in this IFB and all elements to be included in the Contractor's bid. All Contractors are expected to thoroughly examine and be familiar with all the terms, conditions and obligations of the Contractor under all of the Contract Documents. Should a Contractor find discrepancies in or omissions from any part of the Contract Documents or be in doubt as to the meaning of any provision thereof, such questions should be submitted in writing to Eric Vences at least five (5) days prior to the Due Date, as specified below, for submission to the Comptroller of the Village identified in part 1 above. Answers to questions of any substantial nature will be provided to each Contractor to whom an IFB is given in the form of an Addendum to this IFB.

Each Contractor will have visited the site and facilities of the Project upon which the Work under the Contract Documents is to be performed in order to be fully acquainted with the conditions and fully understand any difficulty or restriction in connection with the performance of the Work under the Contract Documents and in order to verify any representation made by the Village upon which the Contractor may rely. If the Contractor receives an award as a result of submitting a bid, any failure to have made such investigation or examination will in no way relieve the Contractor from its obligation to comply in every detail with the provisions of this IFB and the Contract Documents.

As and to the extent required by the Prevailing Wage Act (820 ILCS 130/0.01 et seq.), each Contractor shall be obligated to pay not less than the prevailing rate of hourly wages to all laborers, workers and mechanics employed by the Contractor or any subcontractor in connection with any of the Work. The most recently revised prevailing rate of wages, as determined by the Department of Labor of the State of Illinois, is attached to and made a part of this IFB and will additionally be attached to and made a part of the Contract as notice to the Contractor of such revised rates. Contractor will be obligated to comply with all regulations of the State of Illinois prevailing wage act.

5. Bid Form.

All bids must be submitted on the Bid Form included herewith without deletions or any changes. All bids and accompanying data must be submitted in conformity with, be based upon, and be subject in all respects to all the terms, conditions and obligations of the proposed Contract Documents. The Village reserves the right to waive minor defects or variations from the exact requirements of this IFB and the Bid Form. If insufficient

information is submitted by any Contractor to properly evaluate any bid submitted, the Village further reserves the right to request such additional information as it may deem necessary.

6. Number of Bids.

An original and at least two (2) copies of the Bid Form shall be submitted along with two (2) copies of additional documentation, if any. The original together with each copy of such Bid Form shall be securely bound and submitted together as a package in a sealed envelope clearly identified on the outside of such envelope with the words "Bid Form "VRNTL-18-B-03 505 CONDIRT ROOF REPLACEMENT AND 6 AVIATION CENTER ROOF REPAIR". Each such submittal shall show the name, address, telephone and telefax numbers and e-mail address of the Contractor submitting the bid on the front cover of the Bid Form.

7. Bid Form Due Date.

Any Bid Form shall be submitted no later than 2:00 p.m. on March 14, 2018 (the "Due Date"). Any Bid Form not submitted by a Contractor by such Due Date may be considered nonresponsive and may, at the discretion of the Village, not be considered. Bid opening will occur immediately after the closing time, and will take place in RM 218 of the Municipal building located at 333 S. Tanner St, Rantoul IL.

8. Place of Submission.

All Bid Forms shall be submitted to the ATTENTION of AIRPORT MANAGER Village of Rantoul, Municipal Building, 333 S. Tanner Street, Rantoul, IL 61866.

9. Bid Guarantee.

Any Bid Form submitted in response to this IFB shall be irrevocable for a period of sixty (60) days from and after the Due Date of this IFB and may not be withdrawn by any Contractor during such period. After such period of sixty (60) days, the bid contained in any Bid Form may be withdrawn by any Contractor at such Contractor's request if such Contractor's bid has not been selected prior to any such request to withdraw.

10. Bid Security.

Any Bid Form submitted in response to this IFB shall be accompanied with a Bid/Proposal Bond secured by a cashier's or certified check or by a surety licensed to do business in the State of Illinois in an amount equal to 10% of the amount set forth by the Contractor in the Bid Form for the performance of the Work, as specified in the Scope of Work under the Contract Documents. Such security, whether secured by a check or surety, shall be executed on the form of the applicable Bid/Proposal Bond provided with the Bid Form. Any security deposited by the successful Contractor shall be retained or drawn on as liquidated damages in the event that such Contractor fails to deliver fully executed Contract Documents, performance and payment security, and certificates of insurance to the Village within ten (10) calendar days from the date the Village sends to the successful Contractor a notice of award or fails to deliver any certificates, licenses, permits or other documents within such time and manner as may be specified in the Contract Documents prior to commencing any other Work thereunder. By submission of a Bid Form, the Contractor agrees to the

reasonableness of the amount of the Bid/Proposal Bond as liquidated damages. Such security will be returned upon the execution of the Contract with another Contractor who may be selected by the Village, the withdrawal of this IFB by the Village, or the withdrawal of the bid contained in the Bid Form by the Contractor if allowed by this IFB.

11. Evaluation Criteria.

An award of the Construction Contract shall be made to the lowest responsible bidder as determined in the sole discretion of the Village. In determining the lowest responsible bidder, the Village may consider the following as well as other relevant criteria:

- (1) The ability, capacity and skill of the Contractor to undertake the Work required;
- (2) The capacity of the Contractor to perform the work promptly, or within the time specified, without delay or interference;
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Contractor including, but not limited to, past performance defaults; whether or not such defaults were with the Village; competency; or failure to pay or satisfactorily settle all claims due for labor and material;
- (4) The quality of performance by the Contractor on any previous work;
- (5) The previous and existing compliance by the Contractor with laws and ordinances relating to any previous work;
- (6) The sufficiency of the financial resources and financial ability of the Contractor to undertake the Work;
- (7) The quality, availability and adaptability of the supplies, machinery, plant or other equipment or the particular use required in connection with the Work;
- (8) The ability of the Contractor to perform any future maintenance, service or work for the use of the Project, including guarantees;
- (9) The number and scope of any conditions made a part of the Bid Form by the Contractor;
- (10) The Contractor's record of payments for taxes, licenses or other monies due the Village; and
- (11) Whether the Contractor is a Local Vendor (i.e., a vendor having a place of business which employs at least one (1) permanent employee at a location determined in the following order of priority: (a) the Village; (b) Champaign County; or (c) the State of Illinois) and entitled to preference as set forth below. For any bid of five thousand dollars (\$5,000.00) or more, the Local Vendor determined to have the highest priority among other Local Vendors, if any, shall have preference and shall be considered to be the lowest responsible bidder if each of the following conditions are met: (i) any such Local Vendor is a responsible bidder; and (ii) the bid of any such Local Vendor is not greater than the lowest bid submitted by a responsible bidder by more than two percent (2%) or two thousand dollars (\$2,000.00), whichever is less. This Local Vendor preference shall not be applicable, however, if any federal or state

funding source prohibits any such application in connection with any such Work under any applicable law, rule or regulation.

In connection with any such evaluation by the Village, any Contractor may be invited to submit more detailed information, to make oral presentations, or both. The Village may make any reasonable investigation deemed necessary and proper to determine the ability of the Contractor to perform the Work, and the Contractor shall furnish to the Village all information for this purpose that may be reasonably requested. The Village reserves the right to accept or to reject any or all bids, or any part thereof, received from any Contractor in connection with this IFB for any reason.

12. Insurance.

The successful Contractor shall deliver to the Village certificates of policies of insurance evidencing the Minimum Insurance Requirements attached to and made a part of the Contract as required by Sections 5.02, 5.03 and 5.04 of General Terms and Conditions at or before the time of the execution and delivery of the Contract Documents and before the Contractor commences any other Work thereunder.

13. Performance and Payment Bond.

The successful Contractor shall submit a performance bond and a labor and material payment bond, or a combination performance and payment bond, in an amount equal to 100% of the amount set forth by the Contractor in the Bid Form for the performance of the Work, as specified in the Scope of Work under the Contract Documents, at or before the time of the execution and delivery of the Contract Documents.

14. Taxes.

All bids shall include all applicable taxes. The Village is exempt from sales taxes imposed by the State of Illinois and from federal excise taxes.

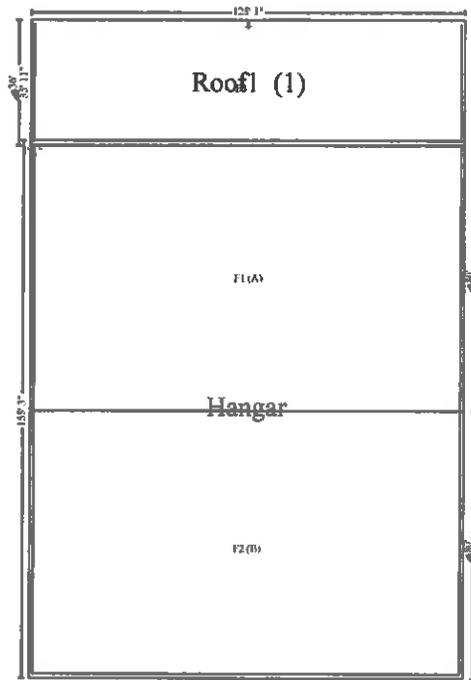
15. Acceptance of Bid Form.

The contents of the Bid Form or such parts thereof as may be accepted by the Village will become a contractual obligation of the Contractor and will be incorporated into the final Contract Documents.

16. Site Visit

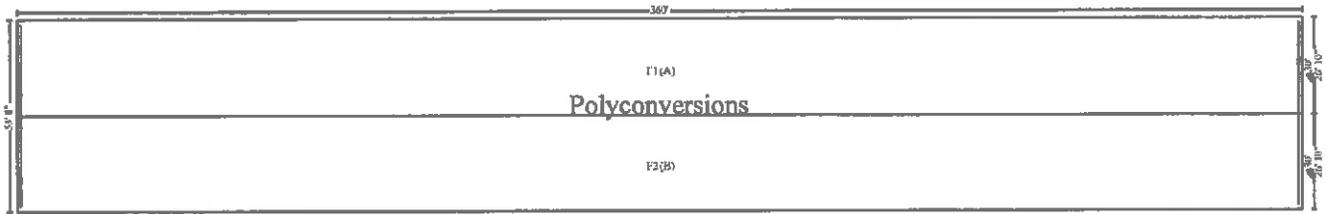
At the mandatory pre-bid meeting, the project sites will be visited on March 7, 2018 at 9 A.M.-12 P.M. and should contact Eric Vences 217-892-6896 prior to the site visit date.

SKETCH1 - Main Level



Main Level

SKETCH2 - Main Level



Main Level

VILLAGE OF RANTOUL
 VRNTL-18-B-03
 505 CONDIT DRIVE ROOF REPLACEMENT AND 6 AVIATION CENTER ROOF REPAIR
 SCOPE OF WORK
 PLEASE COMPLETE BID FORM WITH UNIT PRICES AND AMOUNT

505 CONDIT ROOF REPLACEMENT

Item No.	Description	Quantity	Unit Price	Amount
1	Remove/Dispose & Replace 3 Tab 25yr Composite Shingle roofing	216 Squares		
2	Lower Right corner replace sheathing-plywood 1/2" *See Sketch*	32SF		
3	Replace Drip Edge	840 LF		
4	Roofing Felt	216 Squares		
5	Install Ridge Vent	270 LF		
6	Install new flashing at pipe jacks	14		
			TOTAL:	

NOTE: See Roof F2(B) of attached sketch page 2

6 AVIATION CENTER ROOF REPAIR

Item No.	Description	Quantity	Unit Price	Amount
1	Remove/Dispose & Replace 5 standing seem metal panels.	400SF		
2	Detach and reset 5 panels above the damaged panels.	400SF		
3	Install Paper faced Insulation	400SF		
4			TOTAL:	

NOTE: See Roof sketch page 1

BID FOR BOTH LOCATIONS

TOTAL AMOUNT _____

**Prevailing Wage rates
for Champaign County
effective Sept. 1, 2017**

Trade Title	Region	Type	Class	Base Wage	Fore-man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	BLD		31.56	32.81	1.5	1.5	2	6.30	15.40	0.00	0.90
ASBESTOS ABT-MEC	ALL	BLD		22.40	23.40	1.5	1.5	2	6.80	6.55	0.00	0.50
BOILERMAKER	ALL	BLD		39.50	42.50	2	2	2	7.07	12.47	0.00	0.40
BRICK MASON	ALL	BLD		31.50	33.08	1.5	1.5	2	8.57	13.51	0.00	0.85
CARPENTER	ALL	BLD		36.04	38.29	1.5	1.5	2	8.45	12.35	0.00	0.54
CARPENTER	ALL	HWY		36.20	37.95	1.5	1.5	2	8.45	12.95	0.00	0.52
CEMENT MASON	ALL	BLD		32.60	34.60	1.5	1.5	2	8.57	9.84	0.00	0.50
CEMENT MASON	ALL	HWY		33.71	35.21	1.5	1.5	2	8.57	9.84	0.00	0.50
CERAMIC TILE FNISHER	ALL	BLD		30.48	30.48	1.5	1.5	2	8.57	9.94	0.00	0.10
ELECTRIC PWR EQMT OP	ALL	ALL		43.76	54.80	1.5	1.5	2	6.81	12.25	0.00	0.44
ELECTRIC PWR GRNDMAN	ALL	ALL		29.96	54.80	1.5	1.5	2	6.40	8.39	0.00	0.30
ELECTRIC PWR LINEMAN	ALL	ALL		48.61	54.80	1.5	1.5	2	6.96	13.61	0.00	0.49
ELECTRIC PWR TRK DRV	ALL	ALL		31.42	54.80	1.5	1.5	2	6.44	8.80	0.00	0.31
ELECTRICIAN	ALL	BLD		39.09	41.09	1.5	1.5	2	6.95	9.05	0.00	0.59
ELECTRONIC SYS TECH	ALL	BLD		30.83	32.83	1.5	1.5	2	6.95	8.77	0.00	0.40
ELEVATOR CONSTRUCTOR	ALL	BLD		43.43	48.86	2	2	2	15.28	15.71	3.47	0.60
FENCE ERECTOR	ALL	ALL		32.21	34.11	1.5	1.5	2	8.84	10.02	0.00	0.90
GLAZIER	ALL	BLD		35.91	37.91	1.5	1.5	2	6.25	9.16	0.00	0.68
HT/FROST INSULATOR	ALL	BLD		31.23	32.23	1.5	1.5	2	7.51	6.16	0.00	0.25
IRON WORKER	ALL	ALL		32.61	34.51	1.5	1.5	2	10.64	11.67	0.00	0.90
LABORER	ALL	BLD		29.06	30.31	1.5	1.5	2	6.30	15.40	0.00	0.80
LABORER	ALL	HWY		30.85	31.85	1.5	1.5	2	6.30	15.48	0.00	0.80
LATHER	ALL	BLD		36.04	38.29	1.5	1.5	2	8.45	12.35	0.00	0.54
MACHINIST	ALL	BLD		45.35	47.85	1.5	1.5	2	7.26	8.95	1.85	0.00
MARBLE FINISHERS	ALL	BLD		30.48	30.48	1.5	1.5	2	8.57	9.94	0.00	0.10

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations CHAMPAIGN COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Hightift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Engineer or Rock Crusher Plant, Concrete Plant Engineer,

Ditching Machine with dual attachment, Tractor Mounted Loaders, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart- Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

Class 3. Power Cranes, Truck or Crawler Crane, Rough Terrain Crane (Cherry Picker), Tower Crane, Overhead Crane.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Village of Rantoul
333 South Tanner
Rantoul, IL 61866-2919

To Village of Rantoul Contractors:

Payment of Prevailing Wage

- The Prevailing Wage Act (“Act”) 820 ILCS Section 130/0.01, et seq, requires that all laborers, workers and mechanics employed by or on behalf of a public body in the construction of public works be paid the general prevailing rate of hourly wages (including allotments for training and approved apprenticeship programs, health and welfare, insurance, vacation and pension benefits) for work of a similar character in the locality in which the work is performed. See 820 ILCS & 130/3. The Act contains all relevant definitions, including those for the terms “public body”, “public works” and “general prevailing rate of hourly wages”, which will assist you in understanding its requirements and your responsibilities. See 820 ILCS & 130/2.
- The Illinois Department of Labor publishes the current prevailing wage rate. See <http://www.state.il.us/agency/idol/rates/rates.htm>. The rate is revised regularly and such revisions take effect immediately.
- Contractors and subcontractors must insert a provision or stipulation regarding the payment of the prevailing wage rate into every public works project and bid specification, subcontract, and contractor’s bond. See 820 ILCS & 130/4 (b), (c).
- Contractors or construction managers who have been awarded public works contracts must post the relevant prevailing wage rate(s) at a location on the project site that is easily accessible by workers. See 820 ILCS & 130/4(f).

Record-Keeping Responsibilities

- All contractors and subcontractors must create, and keep for at least three years, records of all laborers, mechanics, and other workers employed by them on a public works project. See 820 ILCS & 130/5(a)(1).
- These records must include each worker's name, address, telephone number (if available), social security number, classification(s), hourly wages paid in each pay period, number of hours worked each day, and the starting and ending times of each work day. Each contractor and subcontractor is required to make these records available for inspection by the public body's agents or Illinois Department of Labor officials at a reasonable time and place upon seven business days notice. See 820 ILCS & 130/5(a)(1), (b).

Certified Payroll Records

- A contractor or subcontractor participating in a public works project must also submit a Certified Payroll to the **public body** every month. This Certified Payroll must consist of a complete copy of the records required to be kept under Section 5(a)(1) of the Act, discussed above (with the exception of daily work starting and ending times). See 820 ILCS & 130/5(a)(2).
- The monthly Certified Payroll shall also include a statement signed by the contractor or subcontractor submitting that: (1) the records are true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing wage rate required; and (3) the contractor or subcontractor is aware that filing a Certified Payroll that he or she knows to be false is a class B misdemeanor. See 820 ILCS & 130/5(a)(2).
- The Act requires that a public body shall keep all Certified Payrolls submitted pursuant to the Act for at least three years. See 820 ILCS & 130/5(a)(2). The retention of these monthly Certified Payroll submissions for three years by public bodies is crucial to the State of Illinois' efforts to enforce the Act and will be of particular interest to the Attorney General's office in the coming months.

Failure to Comply With The Act's Requirements

- No public works project may be instituted unless the provisions of the Act have been met. The Illinois Department of Labor is empowered to sue for injunctive relief against the awarding of any public works contract, or continuation of work under any such contract, if it is not in compliance with the Act's prerequisites. Contracts that are not in compliance with the Act's prerequisites are void as against public policy.
See 820 ILCS & 130/11.

Please note that this is not a complete list of all relevant requirements and prerequisites under the Act. For a full understanding of all of the Act's requirements and prerequisites, as well as the text of the Act and all related regulations, please see the Illinois Department of Labor's website at www.state.il.us/agency/idol/laws/Law130.htm.

MINIMUM INSURANCE REQUIREMENTS

1. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Board Form Property Damage):
 - a. Bodily Injury:

\$1,000,000.00	Each Occurrence
\$3,000,000.00	Aggregate, Products and Completed Operations
 - b. Property Damage:

\$500,000.00	Each Occurrence
\$500,000.00	Aggregate
 - c. Contractual Liability (Hold Harmless Coverage):
 1. Bodily Injury:

\$1,000,000.00	Each Occurrence
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 2. Property Damage:

\$500,000.00	Each Occurrence
\$500,000.00	Aggregate
 - d. Personal Injury, with Employment Exclusion deleted:

\$1,000,000.00	Aggregate
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2. Comprehensive Automobile Liability (including owned, non-owned and hired)
 - a. Bodily Injury:

\$1,000,000.00	Each Person
\$1,000,000.00	Each Accident
 - b. Property Damage:

\$500,000.00	Each Occurrence
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3. Workers' Compensation:
 - a. State: Illinois
 - b. Employer's Liability: \$500,000
 - c. Benefits Required by Union labor contracts: As applicable
4. Umbrella Liability:

\$1,000,000.00



GENERAL TERMS AND CONDITIONS
(CONSTRUCTION/DEMOLITION CONTRACT)



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GENERAL TERMS AND CONDITIONS
(CONSTRUCTION CONTRACT)

I
DEFINITIONS AND GENERAL REPRESENTATIONS

Section 1.01. Definitions. Unless the context hereof clearly indicates otherwise, the capitalized words, terms and phrases defined in the Construction Contract, by and between the Village and the Contractor, and otherwise herein shall have the same meanings for all purposes of these General Terms and Conditions. In addition, in all cases under the Contract Documents, the singular includes the plural, the plural includes the singular and a reference to any gender includes both genders and the neuter, as the case may be.

Section 1.02. General Representations. The Village and the Contractor, as applicable, each hereby represents and warrants to the other that (i) each has the power and authority to enter into and perform its obligations and undertakings under the Contract Documents according to their respective terms and provisions, (ii) each has duly authorized the execution and delivery of the Contract, including the other related Contract Documents, (iii) neither the Construction Contract, including the other related Contract Documents, nor any of the respective terms and provisions thereof, contravene or constitute a default under or violation of any other agreement, instrument or indenture or any requirement of law, as the same concern them, respectively; and (iv) there is no action, suit, proceeding or investigation, at law or in equity, or before or by any public board or body, pending, or to the knowledge of the Village or the Contractor threatened, against or affecting either of them, respectively, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Contract Documents or which would materially affect their respective abilities to comply with the terms of the Contract Documents and incidental and related documents and other instruments.

II
CONTRACTOR OBLIGATIONS

Section 2.01. Limitation of Cost. If the Contractor has agreed to perform the Work specified and complete all obligations under the Contract Documents within a not to exceed dollar amount specified under the Contract Documents for the Work (including a dollar amount for each phase of the Work, if such Work is to be completed in one or more phases) during the Contract Term, the Contractor agrees to notify the Village in writing no later than when the amounts billable under the Contract Documents reach ninety percent (90%) of the dollar amount, if any, actually specified for the Work (including the dollar amount for any applicable phase of the Work, if any such Work is to be completed in one or more phases) during the Contract Term. The Contractor will include in such notice an estimate of the amount required to complete the Work (including the dollar amount for any applicable phase of the Work, if any such Work is to be completed in one or more phases) for the remainder of the applicable period of the Contract Term. The Village will not be obligated to reimburse the Contractor for billing in excess of the not to exceed amount, if any, set forth in the Contract Documents for the Work (including the dollar amount for each phase of the Work, if any such Work is to be completed in one or more phases) during the Contract Term, unless such increased costs are (1) due to a change in the Scope of Work identified prior to performance of the Work and as otherwise specified in Section 2.02 below or (2) identified after initiation of the

Work but prior to expenditure and covered by an amendment to the not to exceed dollar amount, if any, specified for the Work (including the dollar amount for any applicable phase of the Work, if any such Work is to be completed in one or more phases) during the Contract Term that increases such amount.

Section 2.02. Change in Scope of Work. The Village may order changes in the Scope of Work consisting of additions, deletions, or other revisions within the general scope of the Work to be provided by the Contractor under the Contract Documents (collectively, a “Change Order”). No claims may be made by the Contractor that the Scope of Work or the Contractor’s construction work has or have been changed so as to require any increase in the amount of compensation to the Contractor or other adjustment to the Contract Documents, unless any such Change Order has been made in writing and signed by both the Village and the Contractor.

If the Contractor believes that any particular Change Order is not within the Scope of Work, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Village in writing of any such claim or dispute. If the Village believes that the particular Work is within the Scope of Work under the Contract Documents as written, the Contractor will be ordered to and shall continue with the Work as changed and at the cost stated for the Work under the Contract Documents as written. Any Contractor ordered to proceed with such Work is not prohibited from filing a claim or dispute against the Village as a result of any Change Order to the Scope of Work. This Section 2.02 only requires that such Work proceed while any such claim or dispute between the Contractor and the Village in connection therewith is being resolved in accordance with Section 6.04 hereof.

Section 2.03. Subcontractors and Suppliers. The Contractor shall furnish to the Village a written list of all proposed subcontractors and suppliers and the nature of the Work being subcontracted or supplied prior to commencing any Work under the Contract Documents. The Village will promptly reply to the Contractor in writing stating whether or not the Village, after due investigation, has any objection to any such proposed subcontractor or supplier. The Contractor shall not employ any subcontractor or supplier against whom the Village may have reasonable objection. No substitution or change shall be made by the Contractor to such subcontractor and supplier list after its submission to the Village without prior written approval by the Village. All Work performed for the Contractor by any subcontractor will be pursuant to an appropriate written agreement which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents, but no contractual relationship shall exist between any subcontractor and Village unless the Contract Documents are terminated and the Village, in writing, elects to assume any such subcontract. Upon request, the Contractor shall provide copies of any subcontracts and purchase orders to the Village. The Contractor hereby assigns to the Village and its assigns all its interest in any subcontracts and purchase orders now existing or hereinafter entered into by Contractor for performance of any part of the Work, which assignment will be effective upon termination of the Contract Documents by the Village in any manner as provided in the Contract Documents but only as to those subcontracts and purchase orders which the Village may elect to assume in writing. All subcontracts and purchase orders shall provide that documents or instruments are freely assignable by Contractor to the Village and its assigns. Such assignment is part of the consideration from the Village for entering into the Contract Documents with the Contractor and may not be withdrawn prior to the end of the Contract Term or any extension thereof.

Section 2.04. Contractor Personnel and Subcontractors. The day-to-day supervision and control of the Contractor's employees, agents and subcontractors is the responsibility solely of the Contractor. The Contractor covenants and agrees to be fully responsible to the Village for any acts or omissions of its employees, agents or subcontractors or any other person employed by any of them. Nothing contained in any of the Contract Documents shall create or impose any contractual relationship between any of the Contractor's employees, agents or subcontractors and the Village.

Section 2.05. Safety and Protection. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to: (i) all persons on the site of the Work or who may be affected by the Work; (ii) all the Work and all parts, materials, supplies and equipment to be used in connection therewith, whether in storage on or off the site of the Work; and (iii) other property at the site of the Work or adjacent thereto, including any building, any building improvements, personal property, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not otherwise designated for demolition, removal, relocation or replacement by the Village. The Contractor shall comply with all applicable laws, rules, ordinances, codes and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify any owner of adjacent property and of underground facilities and any utility owners when prosecution of the Work may affect any of them, and shall cooperate with them in the protection, removal, relocation and replacement of any of their respective property.

Section 2.06. Quality Control. The Contractor shall institute and maintain throughout the Contract Term a properly documented quality control program designed to ensure that the Work is provided at all times and in all respects in accordance with the Contract Documents. Such program shall include providing daily supervision and conducting frequent inspections of the Contractor's employees, agents and subcontractors and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Village in accordance with Section 7.02 hereof.

Section 2.07. Change in Conditions. The Contractor shall promptly notify the Village of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the Contractor's ability to carry out any of its obligations under the Contract Documents.

III. PROJECT AND PROJECT SITE

Section 3.01. Project. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, including any labor, parts, materials, supplies and equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result are required to be furnished and performed by the Contractor whether or not specifically called for in any of the Contract Documents.

Section 3.02. Project Site. The Village shall furnish or otherwise make available to the Contractor the site upon which the Work is to be performed, together with rights-of-way and easements for access thereto (the “**Project Site**”). If any unknown physical condition of an unusual nature which differs materially from conditions ordinarily encountered or generally recognized as inherent in the Work provided for in the Contract Documents, or of any Hazardous Substances (as defined in Section 4.09 hereof) are uncovered or revealed at the Project Site which were not shown, indicated or identified in the Scope of Work or any of the other Contract Documents, the Contractor shall, immediately after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith, notify the Village and thereafter confirm such notice in writing. The Village will promptly review the pertinent conditions, determine the necessity of obtaining additional tests or exploration with respect thereto, and either issue a Change Order as provided in Section 2.03 hereof in connection with an unknown physical condition or take corrective action in connection with any Hazardous Substances revealed at the Project Site. The Village shall not be responsible for any physical condition upon the Project Site caused by, or for any Hazardous Substances brought to the Project Site by, the Contractor, or any of its subcontractors, suppliers, agents or anyone else for whom the Contractor is responsible.

IV. **APPLICABLE LAWS AND REGULATIONS**

Section 4.01. Applicable Law. The Contract Documents shall be governed in all respects by and construed in accordance with the laws of the State of Illinois, and any litigation with respect thereto shall be brought in the Circuit Court of the State of Illinois located in Champaign County.

Section 4.02. Compliance with Laws and Regulations. In connection with the performance of any of the Work under the Contract Documents, the Contractor shall be responsible for complying with all applicable federal, Illinois, and local laws, ordinances, codes, rules, regulations and orders of any and all such governmental bodies, agencies, and authorities and courts having jurisdiction.

Section 4.03. Ethics in Public Contracting. The Contract Documents hereby incorporate by reference, but are not limited to, the provisions of law contained in Article 33E. “Public Contracts” of the Criminal Code of 1961 of the State of Illinois (720 ILCS 5/33E-1 *et seq.*), as supplemented and amended (the “**Illinois Criminal Code**”). The Contractor hereby certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Contractor is not barred from contracting with the Village as a result of a violation of Section 33E-4, “Bid rigging” or Section 33E-5, “Bid rotating”, of the Illinois Criminal Code; that its bid or proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other potential contractor, supplier, manufacturer, or subcontractor in connection with the bid or proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value.

Section 4.04. Employment Discrimination. During the performance of the Contractor under the Contract Documents, the Contractor covenants and agrees to each of the following to the extent applicable:

- (i) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (ii) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- (iii) Notices, advertisements, and solicitations placed in accordance with federal and Illinois law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
- (iv) The Contractor shall include the provisions of the foregoing paragraphs 1, 2, and 3 in every subcontract or purchase order of more than \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

Section 4.05. Drug-Free Work Place. To the extent applicable, the Contractor covenants and agrees to comply with the provisions of the federal Drug-Free Work Place Act of 1988 (41 USC Section 701 et seq.) and the Illinois Drug-Free Work Place Act (30 ILCS 580/1 et seq.).

Section 4.06. Application of Local Government Prompt Payment Act. The Village and the Contractor mutually covenant and agree that the provisions of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) shall not be applicable to any of the provisions of the Contract Documents.

Section 4.07. Certificates, Licenses and Permits. The Contractor shall procure, pay for and provide true, correct and complete copies of all valid licenses, certificates and permits required for the Contractor's performance of the Work under the Contract Documents. Such copies shall be delivered to the Village no later than five (5) days prior to the commencement date of the Contract Term or such other date as is specified in any notice to proceed, whichever is earlier. True, correct and complete copies of such licenses and certificates and permits as renewed shall be provided to the Village within twenty-four hours of any such renewal which occurs at any time during the remainder of the Contract Term.

Section 4.08. Taxes. Except to the extent that the Village is wholly exempt from the payment thereof, the Contractor shall pay all federal, state and local sales, consumer, use, occupational, service and similar taxes required to be paid by the Contractor in accordance with any law or regulation which may be applicable to the performance of the Work under the Contract Documents. The Village is exempt from sales taxes imposed by the State of Illinois and from federal excise taxes.

Section 4.09. Environmental Protection. The Contractor covenants and agrees that its performance of the Work under the Contract Documents shall comply with all applicable "Environmental Laws". As used in this Section 4.09, "Environmental Laws" means any applicable statute, code, enactment, ordinance, rule, regulation, permit, consent, approval, authorization, license, judgment, order, writ, common law rule (including without limitation the

common law respecting nuisance and tortious liability), decree, injunction or other requirement having the force and effect of law, whether local, state or federal, at any time in force or effect relating to: (i) emissions, discharges, spills, releases or threatened releases of "Hazardous Substances" into ambient air, surface water, ground water, watercourses, publicly or privately-owned treatment works, drains, sewer systems, wetlands, septic systems or onto land; (ii) the use, treatment, storage, disposal, handling, manufacturing, transportation or shipment of "Hazardous Substances"; (iii) the regulation of storage tanks; or (iv) otherwise relating to pollution or the protection of human health or the environment, where "**Hazardous Substances**" means at any time any substance, waste, pollutant, contaminant or material, in solid, liquid or gaseous form, which: (i) is a substance regulated or defined or designated as hazardous, extremely or imminently hazardous, dangerous, or toxic pursuant to any local, state or federal governmental authority or any Environmental Laws; or (ii) is a substance with respect to which such a governmental authority otherwise requires environmental investigation, monitoring, reporting, or remediation; including but not limited to, (A) all substances, wastes, pollutants, contaminants and materials regulated, or defined or designated as, hazardous, extremely or imminently hazardous, dangerous or toxic, under the following federal laws and their State of Illinois counterparts, as well as any implementing regulations thereof: the Hazardous Materials Transportation Act (42 USC Section 1801 et seq.) the Resource Conservation and Recovery Act (42 USC Section 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Section 9601 et seq.), the Clean Water Act (33 USC Section 1251 et seq.), the Safe Drinking Water Act (33 USC Section 300f et seq.), the Atomic Energy Act (42 USC Section 2011 et seq.), the Toxic Substances Control Act, (15 USC Section 2601 et seq.) the Federal Insecticide, Fungicide, and Rodenticide Act (7 USC Section 136 et seq.), the Clean Air Act (42 USC Section 7401 et seq.), and the Emergency Planning and Community Right to Know Act (42 USC Section 11011 et seq.); (B) petroleum and petroleum products, including crude oil and any fractions thereof; (C) natural gas, synthetic gas, and any mixtures thereof; (D) radon; (E) radioactive substances; (F) asbestos; (G) urea formaldehyde; and (H) polychlorinated biphenyls.

In addition to, and in no way limiting, the Contractor's duties and obligations as set forth in the first paragraph of this Section 4.09 immediately above, should the Contractor breach any of its duties and obligations as set forth in the first paragraph of this Section 4.09, or if contamination by any Hazardous Substances otherwise occurs for which the Contractor is legally liable or responsible, the Contractor shall indemnify, hold harmless and, at the Village's option, defend the Village and any of its employees, agents or other contractors, from any and all claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions, causes of action, and losses of any kind and nature, including, without limitation, damages and sums paid in settlement of claims and for attorney fees, consultant fees, and expert fees that may arise during or after the Contract Term under the Contract Documents from discharges, emissions, spills, storage, disposal or any other action by the Contractor giving rise to Village liability, civil or criminal, or other Village responsibility under any Environmental Laws that may be incident to the performance of Work by the Contractor under the Contract Documents. Any condition or activity giving rise to the aforesaid Village liability or Village responsibility which are not a result of or related to any action by or omission of the Contractor in connection with its performance of the Work under the Contract Documents is not subject to such indemnification.

V.
LIABILITY, INDEMNITY AND INSURANCE

Section 5.01. Liability and Indemnity. The Village shall not be responsible for, and the Contractor shall assume, all liability to persons or damage to property which may arise out of or result from the negligence of the Contractor or any of the Contractor's agents, employees, subcontractors, assigns, or the invitees of any of them, in connection with the performance of the Work under the Contract Documents. To the fullest extent permitted by law, the Contractor shall indemnify, save, hold harmless, and defend the Village, its officers, employees and agents, from and against all suits, claims, demands, actions, liabilities, judgments, costs and attorneys' fees, including any by the Contractor or any of its agents, employees or subcontractors, arising out of, or in any manner predicated upon, personal injury to or death of any person or damage to property arising out of or resulting from the Contractor's negligent acts or omissions in the carrying out of any of the terms and conditions of any of the Contract Documents and any and all other negligent acts or omissions of the Contractor, its agents, employees, subcontractors or assigns, or the invitees of any of them, incident to the performance of any of the Work under the Contract Documents.

In claims against the Village or its officers, employees or agents by an employee of the Contractor or any of its agents or subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 5.01 shall not be limited by a limitation on any amount or type of damages, compensation or benefits payable by or for the Contractor or any of its agents or subcontractors under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Section 5.02. Minimum Insurance Requirements. The Contractor shall not commence any Work under the Contract Documents until the Contractor has obtained all insurance coverages required under the Minimum Insurance Requirements as attached to the Construction Contract (the "**Minimum Insurance Requirements**") and such insurance has been approved by the Village, nor shall the Contractor allow any subcontractor to commence Work on a subcontract for any portion of the Work until such insurance coverages required of such subcontractor has been so obtained and approved by the Village, and certificates or policies from the applicable insurance companies shall be delivered to the Village in accordance with Section 5.04 below. Such insurance coverages shall include but not be limited to, insurance against any and all assumed contractual liability under the Contract Documents, to afford protection with limits of liability in amounts approved from time to time by the Village, but not less than the amounts specified in the Minimum Insurance Requirements.

Section 5.03. Policy Provisions. All insurance which the Contract Documents require the Contractor to carry or maintain or cause to be carried or maintained by any subcontractor pursuant to the Minimum Insurance Requirements and Section 5.02 above shall be in such form and for such periods of time as the Village may require or approve and with such financially responsible insurers as are licensed to do business in the State of Illinois. All policies or certificates issued by the respective insurers for comprehensive liability and automobile insurance will name the Village as an additional insured, provide that any losses shall be paid notwithstanding any act or failure to act or negligence of the Contractor or the Village or any other person; provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by the Village of written notice thereof; provide that the insurer shall have no

right of subrogation against the Village, its officers, agents, or employees; and be reasonably satisfactory to the Village in all other respects. In no circumstances will the Contractor or any subcontractor thereof be entitled to assign to any third party rights of action which the Contractor or any subcontractor thereof may have against the Village.

Section 5.04. Delivery of Policies. Before or at the time of the execution and delivery of the Contract Documents, the Contractor shall deliver or cause to be delivered to the Village certificates or policies of insurance evidencing the Minimum Insurance Requirements and other requirements required by Section 5.03 above. The Contractor shall similarly deliver or cause to be delivered each subcontractor's policies of required insurance before any such subcontractor commences any Work. No later than thirty (30) days prior to the expiration of any such policy, the Contractor shall also deliver or cause to be delivered all such certificates or policies of insurance evidencing each renewal policy having the same coverages and limits as may be provided in the Minimum Insurance Requirements and approved by the Village.

VI.

TERMINATION, ENFORCEMENT, DISPUTES AND REMEDIES

Section 6.01. Termination. The performance of Work by the Contractor under the Contract Documents may be terminated by the Village in whole or in part in the event of any default by the Contractor where the Contractor: (i) fails to perform the Work as specified in the Contract Documents to the satisfaction of the Village; (ii) violates any other term, condition, covenant or condition of the Contract Documents; or (iii) voluntarily petitions for bankruptcy, is adjudged bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of the Contractor's insolvency. The Village shall effect any such termination for default by giving written notice of termination to the Contractor at least five (5) days before the date of any such termination, specifying the nature of default and the date upon which such termination becomes effective unless certain corrective or remedial actions satisfactory to the Village are taken by the Contractor. The Village shall have the sole discretion to determine whether any such corrective or remedial actions taken by the Contractor are sufficient to cure any such default without waiving its right to terminate for default under this paragraph. Any such termination for default shall automatically be effective on the date specified in such notice with no further notice from the Village unless the Village shall otherwise have approved and accepted any such corrective or remedial actions of the Contractor in writing.

Upon the giving of any such notice of termination in the event of any default, the Contractor, except as otherwise directed by the Village in any such notice, shall: (i) stop performance of the Work under the Contract Documents on the date specified in the notice; (ii) place no further orders or subcontracts for parts, materials, supplies, equipment, services, or facilities except as necessary for completion of such portion of the Work not terminated; (iii) terminate all subcontracts and purchase orders as of the date specified in the notice; and (iv) promptly settle all outstanding liabilities and claims.

In the event the Village terminates the performance of Work under the Contract Documents because of the default of the Contractor, the Contractor shall be liable for all excess costs, expenses and fees that the Village is required to expend to complete the Work covered by the Contract Documents whether by separate contract or from with its own resources.

Section 6.02. Unsatisfactory Work Threatening Health, Safety or Welfare. If, at any time, the service performed or Work done by the Contractor is considered by the Village to create a condition that threatens the health, safety, or welfare of the community, the Contractor shall, on being verbally or otherwise notified by the Village, immediately correct any such deficient service or Work. In the event the Contractor fails, after such notice, to correct any such deficient service or Work immediately, the Village shall have the right to order the correction of the deficiency by separate contract or with its own resources at the sole cost and expense of the Contractor.

Section 6.03. Recovery of Money. Whenever, under any provision of the Contract Documents, any sum of money shall be recoverable from or payable by the Contractor to the Village, the same amount may be deducted from any sum due to the Contractor under the Contract Documents or under any other contract between the Contractor and the Village. The Village shall have the right to make a reasonable estimate or any such amount in the event that the cost, charges or expenses in connection therewith have not otherwise been invoiced to or otherwise expended or incurred by the Village. This right of the Village is in addition and without prejudice to any other right the Village may have to claim the amount of any loss or damage suffered by the Village on account of any act or omission of the Contractor.

Section 6.04. Claims and Disputes of Contractor. All claims and disputes of the Contractor shall first be referred to the Administrative Officer of the Village (the “**Manager**”) for review and decision. All claims or disputes shall be made in writing to the Manager, not more than ten (10) days from the occurrence of the event which gives rise to the claim or dispute, or not more than ten (10) days from the date that the Contractor knew or should have known of any such matter forming the basis of any such claim or dispute. Unless any claim or dispute is made by the Contractor in accordance with such time requirements, any such claim or dispute shall be waived. In addition, any claim or dispute not submitted before final payment shall be waived. The Manager shall render a written decision within fifteen (15) days following receipt of a written demand for the resolution of any such claim or dispute by the Contractor. The Manager’s decision shall be final and binding upon the Contractor unless the Contractor elects to appeal such decision by providing written notice to the President and Board of Trustees of the Village (the “**Corporate Authorities**”) of such election within fifteen (15) days of the date that notice of such decision is given to the Contractor. The Contractor must present a written narrative of the claim or dispute that is the subject of such appeal, together with complete supporting documentation, to the Corporate Authorities within fifteen (15) days of the date of such written notice of appeal. After receiving such written narrative, the Village President will review such materials relating to the claim or dispute and meet with the Contractor to discuss the merits of the claim or dispute. The Corporate Authorities will render a decision within thirty (30) days after receiving the written narrative of the claim or dispute and supporting documentation. The decision of the Corporate Authorities shall be final and binding unless determined by a court of competent jurisdiction that such decision of the Corporate Authorities is fraudulent, arbitrary, capricious, so grossly erroneous as to imply bad faith, or not supported by substantial evidence. Any failure of the Manager or the Corporate Authorities to make a decision within the time limit set forth above shall not result in the granting of the Contractor’s claim or dispute for relief. If the Contractor disagrees with the decision of the Corporate Authorities concerning Contractor’s claim or dispute, the Contractor shall proceed with the Work as indicated by the Corporate Authorities’ decision of the Corporate Authorities but shall thereafter have the right to seek such recourse as may otherwise be provided by law under Section 6.05 below.

Section 6.05. Default, Costs, Expenses and Attorneys' Fees. In the event of any default of the Contractor for any of the reasons provided under Section 6.01 above, or in the event of any default by the Village for failure to: (i) make due and punctual payment of any amount which is not otherwise subject to any claim or dispute and which is otherwise due and payable to the Contractor under the Contract Documents for Work actually performed thereunder, when and as the same becomes due and payable, and such default shall continue for a period of thirty (30) days after notice from the Contractor to the Village specifying any such itemized amount in default, or (ii) observe or perform any material obligation imposed upon the Village under the Contract Documents, other than that referred to in clause (i) immediately above, at any time from and after the exhaustion of the administrative remedies for disputes or claims of the Contractor as specified in Section 6.04 above, the party not so in default shall have the right, in addition to any other right specified in any of the Contract Documents, to any other lawful remedy as provided by law. Should it become necessary for either the Village or the Contractor to enforce any of the material obligations imposed upon or undertaken by the other under the Contract Documents, the party prevailing any such enforcement action shall be entitled to collect any and all reasonable costs and expenses of any such enforcement action, including reasonable attorneys' fees.

Section 6.06. Failure to Enforce. Failure by the Village at any time to enforce any of the provisions of the Contract Documents shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract Documents or any part thereof or the right of the Village to enforce any such provision at any time in accordance with its terms.

VII. MISCELLANEOUS

Section 7.01. Independent Contractor. Both the Village and the Contractor mutually covenant and agree that the relationship created by the Contract Documents shall be that of an independent contractor and that neither the Contractor nor any of its employees, agents or subcontractors shall, under any circumstances, be considered officers, employees or agents of the Village. The Village shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its officers, employees or agents.

Section 7.02. Access to and Retention of Records. The Contractor shall maintain such financial records and other records, including records in automated form, as may be prescribed by the Village, the Contract Documents or by any applicable federal, state or local laws, rules, and regulations. The Contractor shall retain such records for a period of three (3) years after final payment to the Contractor upon termination of the Contract Documents. Such records shall be made available for examination, transcription, and audit by the Village, its designees, or other authorized bodies during normal business hours after reasonable notice from the Village of its intention to examine any such records.

Section 7.03. Assignment. The Contractor shall not assign, transfer, convey or otherwise dispose of any award or any or all of its rights, title, or interest in or under any of the Contract Documents, without the prior written consent of the Village.

Section 7.04. Written Modification. No provision of any of the Contract Documents may be changed, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than by an instrument in writing duly authorized and executed by both the Village

and the Contractor; provided, however, that any change, revision or modification to the Scope of Work to be performed by the Contractor in connection with the Contract Documents shall be as specified in Section 2.03 hereof, and that minor variations and deviations in the Scope of Work which do not require an adjustment to the Contract Amount may be authorized in writing by the Manager.

Section 7.05. Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses, sections or other divisions of the Contract Documents shall not affect the validity or enforceability of the remaining portions of the Contract Documents, or any part thereof.

VRNTL-18-B-03 BID FORM

**TO: Village of Rantoul
Comptroller's Office
Municipal Building
333 S. Tanner Street
Rantoul, IL 61866**

**RE: BID TO UNDERTAKE ROOF REPLACEMENT AT 505 CONDIT DRIVE AND
ROOF REPAIR AT 6 AVIATION CENTER**

1. The undersigned Contractor, being familiar with the local conditions affecting the cost of the Work, and with the Contract Documents, including in particular the Scope of Work, the Construction Contract, and the General Terms and Conditions (Construction Contract), as well as the Invitation for Bids of which this Bid Form is a part, hereby proposes to perform all construction work required to be performed and to provide and furnish all labor, parts, materials, supplies and equipment necessary to perform and complete in proper manner all of the Work required in connection with such Contract Documents. As used in this Bid Form, all capitalized words and terms not otherwise defined herein shall have the same meanings as respectively ascribed to them in the Invitation for Bids of which this Bid Form is a part.
2. The undersigned Contractor further declares and affirms that the Contractor has carefully examined the site of the Project and the detailed requirements of performance of the Work at such location, and understands that in making this proposal the Contractor waives all right to plead any misunderstanding regarding the same.
3. The undersigned Contractor further understands and agrees that if this bid or any part thereof is accepted by the Village, the Contractor is to furnish and provide all necessary construction work and labor (including any related supervision thereof), together with any related parts, materials, supplies and equipment, and to do all the Work specified under the Contract Documents.
4. The undersigned Contractor further agrees to execute the Construction Contract in connection with such Work and to deliver to the Village such related certificates of insurance and performance and payment bond(s) as are required by the Contract Documents and are acceptable to the Village at or before the time of the execution and delivery of the Contract Documents.
5. The undersigned Contractor further agrees to commence the Work at the time and in the manner specified in the Contract Documents.
6. Attached to this Bid Form and made a part hereof is a Bid/Proposal Bond secured by a cashier's check or certified check or by a surety complying with the requirements of the IFB, made payable to the Village in the amount of 100% of the amount of the bid.

If this bid is accepted and the undersigned Contractor shall fail to execute the Construction

Contract or submit evidence of insurance, performance and payment security, or any other certificate, license, permit or other document at the time and in the manner required by the Contract Documents, it is hereby agreed that the amount of such Bid/Proposal Bond shall become the property of the Village, and shall be considered as payment of damages due to delay and other causes suffered by the Village because of the failure to execute such Construction Contract and to otherwise perform in accordance with the IFB; otherwise such check shall be returned to the undersigned Contractor in accordance with the IFB.

7. It is further agreed by the undersigned Contractor that this bid may not be withdrawn from consideration of acceptance for a period of sixty (60) days from and after the Due Date.
8. The undersigned Contractor hereby incorporates by reference the representations and certifications as set forth in Section 4.03 of the General Terms and Conditions (Construction Contract) and hereby certifies that such representations and certifications as contained therein are true, complete and correct in connection with the submission of this bid by the Contractor and any of its officers, employees or agents.
9. The undersigned Contractor hereby acknowledges receipt of the following addenda to the IRB, if any (if none, so state):

Addendum No.

Date Issued

10. The undersigned Contractor hereby submits the following I. General Pricing Information, II. Statement of Qualifications, and III. References in connection with this bid:

I. General Pricing Information

Item No.	Description	Quantity	Unit Price	Amount
1	Remove/Dispose & Replace 3 Tab 25yr Composite Shingle roofing	216 Squares		
2	Lower Right corner replace sheathing-plywood ½” *See Sketch*	32SF		
3	Replace Drip Edge	840 LF		
4	Roofing Felt	216 Squares		
5	Install Ridge Vent	270 LF		
6	Install new flashing at pipe jacks	14		
			TOTAL:	

Item No.	Description	Quantity	Unit Price	Amount
1	Remove/Dispose & Replace 5 standing seem metal panels.	400SF		
2	Detach and reset 5 panels above the damaged panels.	400SF		
3	Install Paper faced Insulation	400SF		
4			TOTAL:	

BID FOR BOTH LOCATIONS

TOTAL AMOUNT _____

II. Statement of Qualifications. (Explain in detail the qualifications and experience of the Contractor and any assigned personnel or subcontractor of the Contractor with respect to the specific Work to be performed by the Contractor under the Contract Documents.

III. References. List up to three (3) references for the same or similar type of Work to be performed by the Contractor under the Contract Documents. List all governmental references first:

<u>Organization</u>	<u>Date(s)</u>	<u>Contact Name</u>	<u>Telephone</u>
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1.

2.

3.

1. By submitting this Bid Form, the undersigned Contractor hereby acknowledges as follows:

A. that the Contractor has reviewed the form entitled "MINIMUM INSURANCE REQUIREMENTS" attached to and made a part of the Construction Contract and understands the requirements of Sections 5.02, 5.03 and 5.04 of the General Terms and Conditions under the Contract Documents with respect to such Minimum Insurance Requirements and that the Contractor is able to obtain and provide all such insurance coverage as so required; and

B. that the Contractor is authorized to obtain and is eligible to receive all licenses, permits and certificates as may be required by Section 4.07 of the General Terms and Conditions under the Contract Documents; and

Submitted by:

Contractor name _____

Address _____

City/state/zip _____

Authorized signature _____

Name/title (print) _____

Telephone number _____

Telefax number _____

E-mail address _____

Tax ID number (EIN/SSN) _____

Date _____

STATEMENT OF CONTRACTOR'S BUSINESS ORGANIZATION

If this Bid Form is submitted by an individual, execute the following form:

- (a) Firm Name: _____
- (b) Name of the owner: _____

If this Bid Form is submitted by a partnership, execute the following form:

- (a) Firm Name: _____
- (b) Name of all of the partners:

If this Bid Form is submitted by a corporation or a limited liability company, execute the following form:

- (a) Corporate or Limited Liability Company Name: _____
- (b) State and City in which incorporated or organized: _____
- (c) If incorporated or organized in a state other than the State of Illinois, are you authorized to do business in the State of Illinois? Yes _____ No _____
- (d) Name and address of registered agent in the State of Illinois _____

- (e) Names and titles of officers authorized to sign contracts for and on behalf of the corporation or the limited liability company:

_____	_____
	(Title)
_____	_____
	(Title)
_____	_____
	(Title)

An original of this Bid Form and at least two (2) additional copies thereof must be submitted in a sealed envelope clearly identified with the words “**VRNTL-18-B-03 505 CONDIT DRIVE ROOF REPLACEMENT AND 6 AVIATION CENTER DRIVE ROOF REPAIR**” by no later than 2 P.M.. March 14, 2018 to:

Village of Rantoul
Comptroller
Municipal Building
333 S. Tanner Street
Rantoul, IL 61866

There is a mandatory pre-bid site visit scheduled for March 7 2018, at 9 a.m. The meeting will take place at 6 Aviation Center Drive, Rantoul, IL 61866. Please come prepared with an 18’ and a 32’ ladder (bring 2 ladders). Please contact Eric Vences at 217-892-6896 to confirm your attendance.

COMBINED PERFORMANCE AND PAYMENT BOND

KNOW ALL BY THESE PRESENTS THAT:

_____, of
(Name of Contractor)

_____,
(Address of Contractor)

a _____ of the State of _____, as Principal (the "Principal") and
(Type of Entity)

_____, of
(Name of Surety)

_____,
(Address of Surety)

duly authorized to do business in the State of Illinois, as Surety (the "Surety")

are held and firmly bound unto the Village of Rantoul, Champaign County, Illinois (the "Village"), in the amount of _____ Dollars (\$ _____), to which payment the Principal and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that the Principal and the Village have entered into a Service/Construction Contract dated _____, 20__, (the "Contract"), under and by which the Contractor has agreed to perform all services, including any related labor, parts, materials, supplies and equipment (including as more specifically defined in the Contract, the "Work"), in connection with a project generally described as _____ (the "Project") which such Contract, together with all the documents and instruments incorporated into and made a part of such Contract (collectively, the "Contract Documents"), are incorporated herein by this reference and are made a part hereof as if set forth in full herein.

NOW, THEREFORE, if the Principal shall promptly and faithfully:

- (a) perform each and all of the things agreed to be done and performed by the Principal in strict accordance with the covenants, terms, conditions and requirements of the Contract Documents, as such Contract Documents may be modified, supplemented or amended from time to time; and
- (b) indemnify, save and hold harmless the Village and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, whether in contract or in tort, whether imposed by law or equity, which may be caused by reason of any failure or default on the part of the Principal in the performance of any of the obligations of the Contractor under any of the provisions of the Contract Documents, including all modifications, supplements or amendments thereto; and
- (c) make payment to any person or other entity furnishing any services, labor, parts, materials, supplies or equipment used or reasonably required for use in the performance of the Work under Contract Documents (collectively, a "Claimant"), without regard to whether any such services, labor, parts, materials, supplies or equipment were sold, leased or rented, and without

regard to whether any such Claimant is or is not in privity of contract with the Principal or any subcontractor, for all such services, labor, parts, materials, supplies or equipment used or reasonably required for use in the performance of the Contract Documents; then this obligation shall be void; otherwise this obligation shall be, and remain, in full force and effect.

In the event of a failure of performance of the provisions of the Contract Documents by the Principal, which shall include, but not be limited to, any failure to perform or any default by the Contractor under the Contract Documents or under the provisions of clauses (a) and (b) immediately above, then, upon written notice from the Village to the Surety, the Surety shall promptly either remedy any such failure or default of the Principal or shall promptly take charge of the Work under the Contract Documents and complete such Work at its own cost and expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond to complete the Work shall be subject to the advance written approval of the Village.

The Principal and Surety further agree, as part of this Bond, to pay any and all damages, costs, fees or expenses of any kind that may result from any failure in any respect to perform and complete the Work described in the Contract Documents including, but not limited to, all repair and replacement costs necessary to rectify any Work under the Contract Documents, all consultant fees, all testing and laboratory fees, and all other costs and expenses, including reasonable attorney's fees, incurred by the Village as the result of any such failure or in otherwise enforcing the Contract Documents.

The Surety agrees that other than as is provided in this Bond, it may not demand of the Village that the Village shall (a) perform any thing or act; (b) give any notice; (c) furnish any clerical assistance; (d) render any service; (e) furnish any papers or documents, or; (f) take any other action of any nature or description which is not otherwise required of Village under the Contract Documents.

Any Claimant who has not been paid in full ninety (90) days after the day on which the last of the services or labor was done or performed or any part, material, supply or equipment was furnished or supplied by any such Claimant for which such claim is made, shall have the right to sue on this Bond for the amount unpaid at the time of institution of such suit and to prosecute such action for the sum or sums justly due such Claimant, including all costs and expenses and attorney's fees incurred in enforcing any such action.

The Surety, for value received, hereby stipulates and agrees that no modification, extension of time, supplement or amendment to the Contract or any of the related Contract Documents or any change, alteration or addition to the Work to be performed under the Contract Documents shall in any way affect its obligations under this Bond, and the Surety does hereby waive notice of any such modification, extension of time, supplement, amendment, change, alteration or addition.

IN WITNESS WHEREOF, the undersigned Principal and Surety have each caused this instrument to be signed by their respective duly authorized officer(s) or agents, as applicable, all pursuant to authority duly given by its governing body, if applicable, this ____ day of _____, 20__.

PRINCIPAL _____
(Contractor Name)

By: _____
(Signature and Title)

Attest: _____
(Signature and Title)

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public for the State of Illinois, DO HEREBY CERTIFY that _____ personally known to me to be the duly authorized officer(s) of the Principal and the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer(s) he/she/they signed, sealed and delivered the said instrument as such officer(s), pursuant to authority of its governing body, as his/her/their free and voluntary act, and as the free and voluntary act of the Principal, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this ____ day of _____, 20__.

Notary Public

SURETY _____

(Business Address)

By: _____

(Print or type name)

[ATTACH POWER OF ATTORNEY]